



AGREEMENT

Between

KE'AKI TECHNOLOGIES, LLC

And

[Redacted]

[Redacted]

MAIN UNIT

October 1, 2015 to September 30, 2019

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	3
1.0	Recognition.....	3
2.0	Union Security	3
3.0	Deduction of Union Dues from Wages	4
4.0	Management Rights.....	5
5.0	No Strikes, Stoppages, Slowdowns or Lockouts	5
6.0	No Discrimination.....	6
7.0	Employee Categories and Seniority Status	6
8.0	Work Performed by Non-Bargaining Unit Personnel.. ..	11
9.0	Temporary Work Assignments	12
10.0	Grievance Handling	13
11.0	Grievance Procedure.....	15
12.0	Arbitration.. ..	17
13.0	Disciplinary Action	18
14.0	Right of Access.....	18
15.0	Bulletin Boards.....	19
16.0	Security Clearance	19
17.0	Safety and Health.	19
18.0	Medical Plan, Dental Plan, Group Insurance, Pension, etc	20
19.0	Leaves of Absence	22
20.0	Jury Duty	24
21.0	Military Service.	24
22.0	Bereavement Pay.	25
23.0	Height Premium	25
24.0	Holidays.....	26
25.0	Vacations.....	27
26.0	Paid Absence Allowance (PAA).....	31
27.0	Hours of Work and Overtime.....	34
28.0	Wages	42
	Labor Classifications.....	45
	Wage Rate Schedule	50
29.0	Category III Employees.....	51
30.0	Makaha Ridge/Kokee Transportation Allowance.....	53
31.0	Advisory Committee.....	53
32.0	Mauna Kapu Driver Premium.....	53
33.0	Severance Pay.	54
34.0	Meal Allowance.....	55
35.0	Successor Clause	56
36.0	Essential Services	56
37.0	Company-Provided Clothing, Foot Gear, and Laundry Services.....	56
38.0	At Sea (MATSS)	57
39.0	Drug Free Work Place	58
40.0	Duration	58
	Exhibit A	
	Exhibit B	
	Exhibit C	



PREAMBLE

This Agreement is made and entered into at Kauai, Hawaii, on the 1st day of October, 2015, by and between Ke'aki Technologies, LLC doing business on the PMRF Contract as a partner in the Manu Kai, LLC, a joint venture between Ke'aki Technologies, LLC and [REDACTED], a wholly owned subsidiary of [REDACTED] hereinafter referred to as the "Company" and the [REDACTED], hereinafter referred to as the "Union".

WITNESSETH:

1.0 Recognition

1.1 Ke'aki Technologies, LLC PMRF Contract recognizes [REDACTED] as the sole and exclusive bargaining agent of all employees of the Company in the labor classifications listed in Article 28.0 of this Agreement at Barking Sands, Makaha Ridge, Mauna Kapu, Port Allen, Kokee Park Facility, Ford Island and new or future locations in the PMRF contract, excluding supervisory and professional employees as defined in the Labor Management Relations Act (LMRA) as amended; confidential employees; security guards; and all employees represented by other Unions.

2.0 Union Security

2.1 Each present employee covered by this Agreement, and who is not a member of the Union, immediately following thirty (30) days after execution of this Agreement, as a condition of continued employment, shall become a member of the Union.

2.2 All other employees hired after the execution of the Agreement shall, immediately following thirty (30) calendar days after their date of hire, or effective date of this Agreement, whichever is later, become members of the Union as a condition of continued employment, provided that nothing herein shall be interpreted to cause a violation of the Labor Management Relations Act (LMRA), as amended, or any other applicable law.

2.3 The Union agrees to consider for membership all present and future employees who apply for membership. If an applicant is denied membership by the Union, that applicant shall not be required to comply with the provisions of this section.

2.4 All new employees covered by this Agreement will be provided with a copy of this Agreement on their date of hire. All employees hired before the effective date of this Agreement will be provided with a copy of the new Agreement upon request. The Union will supply the Company with copies of the agreement for distribution to the employees.

2.5 The Company will provide the Union with a spreadsheet listing all the bargaining unit employees for the month that will include name, position, classification, status, and wage rate. The spreadsheet will be delivered to the Union by the 15th of the following month.

2.6 The Company will provide the Union with a listing, by name, job classification, and assigned section of Category III employees who work twenty (20) or more hours a month. The listing will be delivered to the Union by the 15th of the following month.

3.0 Deduction of Union Dues From Wages

3.1 The Company agrees to deduct from the wages of its employees as requested in writing, all initiation fees, dues, assessments and other deductions stipulated by the Union and to transmit the money so deducted to the Union as hereinafter provided. Any employee authorizing such deductions may sign a proper form, set forth in Exhibit A for full time employees or Exhibit B for Category III employees, authorizing such employee's pay deductions. Such a written authorization may be revoked by the employee by written notice to the Company and the Union during the ten (10) day period prior to the end of any such applicable yearly period or during the ten (10) day period prior to the termination date of any applicable collective bargaining agreement, whichever occurs sooner. In the absence of such notice of revocation, the authorization shall be renewed for an additional yearly period, or until the end of the collective bargaining agreement, whichever occurs sooner. Such deduction shall be made on a biweekly basis.

3.2 In case any employee does not have the total amount of any deduction, or more, due the employee on any payroll from which deductions are made in respect of other such employees, the deduction shall be made out of the next succeeding payroll which such employee has the total amount, or more, due. It is agreed that authorized deductions for government taxes and for the purpose of paying indebtedness to the Company, garnishments and deductions required by law to be made by the Company shall have priority over deductions for Union dues.

3.3 The total amount of any such deduction shall be promptly transmitted monthly by the Company to the Union by electronic funds transfer or by check drawn to the order of the Union. Upon the issue of such payment and the transmission of same to the Business Manager of said Union, all responsibility on the part of the Company shall cease with respect to any amount so deducted. The Company shall not be bound in any manner to see to the application of the proceeds of any such payment, nor to investigate the authority of any designated officer of said Union to sign any request, to accept any such payment or to collect the same. The Union hereby undertakes to indemnify and hold blameless the Company from any claim that may be made upon it for or on account of any such deduction from wages of any employee.

3.3.1 The Company will provide the Union an electronic list to reconcile the deducted union dues for each month not later than the 15th of the following month. The

list will include the applicable pay period, employee's name, employee number, hours of paid time, and the amount of dues deducted, for the applicable pay period.

4.0 Management Rights

4.1 Except as specifically limited by this Agreement, all management rights, powers and authority possessed by the Company prior to the execution of this Agreement are retained by the Company.

4.2 The Company shall have full and exclusive management of the business, including but not limited to, the direction of work force, the right to plan, direct and control all business operations, assignment of duties, scheduling of all hours of work, right to hire, promote, demote and transfer employees, to discipline, suspend or discharge for cause (such as for insubordination, drunkenness, incompetence, dishonesty or failure to perform work as required, or observe the employer's safety rules and house rules or violation of terms of this Agreement), to classify, RIF or relieve them from duties change or eliminate existing jobs or to create new jobs, establish rule of conduct and to maintain efficiency of employees; except as specifically limited by this Agreement:

4.3 The foregoing enumeration of the Company's rights shall not be deemed to exclude other preexisting rights which do not conflict with the provisions of this Agreement, and nothing in this article shall be deemed to limit the Company in the exercise of customary and recognized functions and prerogatives of management.

5.0 No Strikes, Stoppages, Slowdowns or Lockouts

5.1 It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Navy and the various missions of the Pacific Missile Range Facility, and that efficient and uninterrupted services must be furnished to those agencies who have need of and make use of the capabilities and experience of PMRF. Therefore, the parties hereto agree that during the term of this Agreement:

5.1.1 The procedure provided for herein for the settlement of grievances shall serve as a means of peaceful settlement of all disputes that may arise between them.

5.1.2 The parties hereto further agree that during the term of this Agreement, any past, existing or future custom or practice of the Company or the Union to the contrary notwithstanding, there shall be no lockout by the Company nor any strike, sit down, refusal to work, stoppage of work, slowdown, retardation of work or picketing of the Company on the part of the Union or its representatives or on the part of any employee covered by the terms of this Agreement.

6.0 No Discrimination

6.1 The Company and the Union agree that neither party will discriminate against any employee because of race, religion, color, creed, citizenship, national origin, age, sex, disability, US Veteran status, gender identity, sexual orientation and union membership. This is in accordance with the Civil Rights Act of 1964, Executive Order 11246, Executive Order 13672, the Rehabilitation Act of 1973, the Immigration Reform and Control Act of 1986, and the Vietnam Era Veteran's Readjustment Act of 1974, National Labor Relations Act, the Americans with Disabilities Act (ADA) of 1990 and Company policy. The Company shall not discriminate against any employee because of the employee's membership in the Union or for legitimate Union activity; provided, however, that such activity shall not be conducted during working hours, or interfere with the conduct of the Company's operations or in violation of the articles of this Agreement. The Union agrees for itself and its members that neither it, its representative, nor members will attempt to intimidate or coerce any employee of the Company for the purpose of compelling any employee to join the Union.

7.0 Employee Categories and Seniority Status

7.1 Definitions:

7.1.1 "Seniority", as used herein, is that status accrued by length of service at PMRF.

7.1.2 "Operational Support Integrity" shall be defined as ability to obtain, utilize and retain qualified, well trained personnel to support the mission of PMRF.

7.1.3 "Category I employees", as used herein, are regular full-time employees who have ten (10) years of seniority or greater.

7.1.4 "Category II employees", as used herein, are regular full-time employees who have less than ten (10) years of seniority but more than five (5) years of seniority.

7.1.5 "Category III employees" are employees who are hired for a definite time frame, employees who are hired on a call in basis or for a defined period of time. However, they shall not be considered as full-time employees (see Article 29.0).

7.1.6 "Surplus labor classification" as used herein, is that specific position(s) scheduled for elimination by actions cited in paragraph 7.7.1 of this Agreement.

7.1.7 Any employees with less than five (5) years of seniority will be classified as a Category II (A).

7.2 Operational Support Integrity:

7.2.1 In an effort to preserve the integrity of the work force and maintain continuity of PMRF operations, the Union and the Company agree that a core group of Union-represented employees shall be established as Category I employees.

7.2.2 Recognizing that qualified, well trained personnel are in limited supply on the Island of Kauai, the Union and the Company agree that cross-training and cross-utilization promotes the efficiency and effectiveness of the operation and shall be utilized whenever and wherever practicable.

7.2.2.1 A cooperative effort between the Company and the Union shall exist to define job requirements and create job descriptions. Job Descriptions: A team consisting of up to two union and company representatives shall discuss and review new and/or revised job descriptions in accordance with the terms and conditions of the contract with the Government. The process will be completed within eight (8) business days after the receipt of the job description by both union representatives.

7.2.2.2 Training will be based on functional requirements. Personnel will be considered based on workload, prerequisite qualification, and seniority. While seniority will be seriously considered it is the goal of management to equalize training opportunities as much as possible so that all persons in a labor classification are fully qualified to ensure maximum capability to respond to customer/mission requirements.

7.3 Seniority:

7.3.1 For purposes of promotion, transfer, reduction in force (RIF) and recall, employees covered by this Agreement, shall use as their seniority date, their last date of hire covering continuous bargaining unit service at PMRF.

7.3.2 If two (2) or more employees are hired on the same day, the last four digits of their social security numbers shall then be used for purposes of RIF, recall and promotion, i.e., if two (2) employees have the same seniority date, the employee who has the lowest number as represented by the last four digits of the employee's social security number shall be considered to be the most senior of the employees hired on the same day.

7.4 Probation Period:

7.4.1 The first ninety (90) calendar days of employment by newly hired persons shall be considered probationary. The retention of these persons during this period shall be entirely within the discretion of the Company. Seniority rights shall be granted those individuals completing the probationary period. The seniority date shall be retroactive to the most recent date of hire.

7.4.2 There shall be no probationary period requirement for Category I, Category II, or Category II (A) employees of the incumbent contractor who go to work for a successor Company on the PMRF contract as long as they are currently active employees with the incumbent contractor or on lay-off and have not lost their seniority as detailed in Article 7.5.1 of this Agreement.

7.5 Loss of Seniority:

7.5.1 An employee's seniority shall be considered broken by one (1) or more of the following events:

- (a) The employee's voluntary resignation from the Company.
- (b) The employee's proper discharge by the Company.
- (c) Reduction in force for twenty-four (24) consecutive months.
- (d) Failure to advise the Company of acceptance of the employee's recall within seventy-two (72) hours after receipt of recall notice, or failure to report for work within two (2) weeks after receipt, of certified mail, restricted delivery return receipt requested recall notice.
- (e) Failure to report to work for three (3) schedule workdays without a reasonable explanation satisfactory to the Company.
- (f) Failure to return to work at the expiration of a leave of absence, unless satisfactory cause is furnished for such failure.

7.5.2 As referred to in Article 7.0 and elsewhere in this Agreement "continuous service" and "in service at PMRF", for which seniority shall not be broken and shall continue to accrue, include the following:

- (a) All paid time off.
- (b) All leaves of absence without pay of not more than five (5) continuous workdays.
- (c) All reductions in force for up to twenty-four (24) continuous months.

7.6 Job Vacancies:

7.6.1 When job vacancies covered by this Agreement occur, notice of such job vacancies, indicating a summary of the scope of the job will be posted on the Company's bulletin board for five (5) working days prior to being filled from normal recruiting sources. Employees who desire to be considered for such vacancies shall so designate their interest by completing the online application. All eligible employees, 7 who have applied,

will be considered in filling such vacancies, but any employee who fails to apply for such vacancies, may not claim to be aggrieved when the vacancy is filled. In making promotions to fill job vacancies, the Company will consider the relevant factors such as: ability, education, work experience, job knowledge, past performance, physical and mental fitness, safety record, attendance record and security clearance status. Where all of the aforementioned relevant factors are substantially equal, seniority shall prevail. Upon written request from an employee who properly applied, but who was not selected for a job vacancy, the Company will provide a written summary of the reason(s) for non-selection. It is agreed, however, that Company retains the exclusive right to make job vacancy selection decisions.

7.6.2 An employee may not apply for a lower or lateral classification unless he/she has been in his/her current classification for a period of at least six (6) months.

7.6.3 When an employee has been reclassified through the job vacancy procedure, he/she shall be allowed a maximum of sixty (60) calendar days in which to demonstrate his/her ability. If he/she is unable to perform to the standards for the position, he/she shall be returned to his/her former job classification and rate. Employees reclassified through the vacancy procedure into the Fire Department, shall be allowed a maximum of ninety (90) calendar days in which to demonstrate their ability.

7.7 Reduction In Force:

7.7.1 The Union and the Company agree that Category I employees will only be subject to RIF when Government action, Congressional budget constraints or changes in defense spending cause a change in the scope of the PMRF contract, or when other unforeseen circumstances, such as fire, flood, explosion, bombing, earthquake, or Act of God, causing damage to the work location necessitate a reduction in work force.

7.7.1.1 It is understood that in the application of 7.7.1, Category III employees will be utilized only after any RIFed Category I and Category II or Category II (A) employees are utilized in a regular position provided the RIFed employees are qualified, and with the understanding that the employees can go from a full time position to a part time position, retaining their status. When a reduction in work force is necessary, the Company will: first RIF all Category II employees before laying off any Category I employees (See 7.7.4 for lay off procedures).

7.7.1.2 In the application of the above, all Category II (A) employees will be RIFed prior to Category II employees being RIFed.

7.7.2 Category II and Category II (A) employees will be subject to RIF, without limitation, when a reduction in work force is necessary.

7.7.3 The Company shall notify the Union and the affected employees as soon as the facts are known to the Company of an upcoming reduction in work force, but not

less than two (2) weeks' notice. The Company shall provide the Union with a list of names of the affected employees and their associated labor classification. The employee shall be notified by the Company in writing of their pending RIF. The Company may choose to mail RIF notices or hand deliver RIF notices to employees during working hours. For notices delivered by hand, the employee must sign a receipt acknowledging that he/she received the RIF notice.

7.7.4 The employee who is displaced by a reduction in force shall have the right to displace an employee with less seniority in any labor classification of any section, provided the employee has the skill, ability and experience to perform the work required.

7.7.4.1 It is understood in the application that the above employees may be given up to 60 days to demonstrate their ability. Under the right of displacement it is the Company's intent to ensure fair equitable and reasonable treatment of all personnel affected by the bumping process.

7.7.5 It is recognized that applying straight seniority in a RIF situation is not practical in all situations, and it may be necessary to deviate by mutual agreement in order to retain or recall employees of exceptional qualifications or who may be considered essential because of the nature of the operations involved.

7.7.6 If an employee exercises displacement, the employee will be paid at his/her original rate for 60 days; i.e., from the time of notification of RIF the employee's rate will be red circled for 60 days if the employee continues to work in his/her original position or displaces another employee within the 60 day period.

7.7.7 The Company may temporarily RIF employees for a period of not more than two (2) weeks when Government action necessitates a short-term reduction in the work force. Government action includes closing PMRF or reducing the activity at PMRF for reasons such as the Christmas stand down, or unforeseen circumstances such as fire, flood, or earthquake, or the closing of a building or work site in order to effect repairs and/or improvements. Temporary RIFs may be made without regard to the provisions of paragraphs 7.7.1, 7.7.2, and 7.7.4. The Company shall notify the Union and the affected employees as soon as the facts are known of an upcoming temporary reduction in force. The intent of this paragraph including the above examples shall not be used for the purpose of undermining the provisions of the Agreement.

7.7.8 In the application of 7.7 it is understood that within each series the least senior employee shall be the first affected.

7.7.9 In the event of a reduction in force ("RIF") under Article 7.7, a RIF'ed employee of one company may displace an employee of the other company in accordance with Article 7.7, upon transfer, the transferring employee shall become an employee of the other Company and be subject to the benefits in the CBA for that Company.

7.8 Transfer:

7.8.1 Employees who are promoted or transferred to a classification within the Company, but outside the bargaining unit shall retain the employee's accrued bargaining unit seniority for a period of two (2) years, but will cease to accumulate additional bargaining unit seniority. In the event of a RIF, or demotion from such job, the employee shall be able to return to the bargaining unit and exercise the seniority rights earned while formerly in the bargaining unit.

7.9 Recall:

7.9.1 The Company will rely upon the last address of an employee as shown in the Company records. Employees shall notify the Company promptly of any change of address and accept receipt thereof. In case of a dispute, the employee must produce his/her receipt of notice of change of address from the Company, and failure to produce such receipt will result in no financial obligation on the part of the Company for any loss of wages to the employee. When it is necessary to recall an employee, the Company shall recall the employee with the greatest seniority and experience to perform such work. Recall will be by certified mail, restricted delivery, return receipt requested. If the employee fails to properly accept the letter, he/she will automatically forfeit their recall rights.

7.9.2 In the application of 7.9 it is understood that within each series the most senior employee affected shall be the first to be recalled.

8.0 Work Performed by Non-Bargaining Unit Personnel

8.1 Non-bargaining unit personnel of the Company will not ordinarily perform work performed by the employees in the bargaining unit. However, bargaining unit work may be performed by non-bargaining unit personnel under the following conditions:

8.1.1 Instruction and training.

8.1.2 In emergency or unforeseen circumstances beyond the Company's control.

8.1.3 In order to prevent injury to employees or damage to Company property or equipment.

8.1.4 In circumstances which are required to insure the quality of performance and/or the satisfaction of the Company's obligation and responsibilities as a contractor to the Federal Government at the Pacific Missile Range Facility.

8.2 It is further agreed that under normal circumstances, no regular full-time employees shall suffer a diminution of normal work opportunity as a result of non-bargaining unit employees performing bargaining unit work.

8.3 A remedy in cases where supervisors violate this article will include payment of lost wages to those employees who clearly suffer a diminution of normal work opportunity as a direct result of non-bargaining unit employees performing bargaining unit work. However, all such grievances must be presented to the Company no later than (15) working days following the day of the alleged-violation.

8.4 The Company will notify the Union prior to sub-contracting work traditionally performed by bargaining unit personnel. The purpose of this notification will be to inform the Union on circumstances for subcontracting including the purpose, duration, and scope of work to be performed by sub-contractors.

9.0 Temporary Work Assignment

9.1 In order to provide maximum stability to insure the even flow of operations, the security of all employees, and minimize the possibility of RIFs, the Company may temporarily assign employees to areas within such employee's section, and where not possible, temporarily assign employees to other departments within the Company as the workload dictates. No employee will be forced into working in a hazardous area.

9.1.1 Whenever any temporary assignment is required in a given classification, it will be the policy and intent of the Company to offer that assignment to those qualified employees, by seniority, desiring to work that assignment. However, in the event no qualified employee desires to work the assignment, it shall be the prerogative of the Company to require a qualified employee to perform that assignment. A temporary assignment is three (3) consecutive workdays or more until the temporary assignment ends. There is no obligation on the Company's part to fill a temporary assignment.

9.2 Employees temporarily assigned to lead positions will be paid the minimum hourly rate for which the employee would be entitled were the employee permanently assigned to the position, for all hours worked in such temporary assignments.

9.3 When a temporary vacancy occurs in the FP-4 classification (Crew Chief) or in the FP-2 classification (Fire Equipment Operator), a qualified replacement shall be assigned to the vacant category in accordance with 9.1.1 above, utilizing on duty employees first. The temporarily assigned employee will be paid at the higher of the FP-4/FP-2 base rate, as appropriate, or his/her current base hourly rate for the duration of the temporary assignment. Upon termination of the temporary assignment, the employee will revert to his/her original status.

9.4 Office/clerical employees (i.e., "H" series classifications) temporarily assigned to perform the entire services of a non-bargaining unit position for a period of eight (8) consecutive hours or more shall be paid one dollar (\$1.00) per hour differential over their base hourly rate for all hours worked in such temporary assignment.

9.5 The Company will pay two dollars (\$2.00) an hour differential when employees temporarily assume the position of Assistant Fire Chief. In the event, no qualified desires to work the assignment, the Company will select a qualified employee to perform the Assistant Fire Chief's position. The employee selected will be required to perform the duties of the position.

9.6 When a Category I, Category II or Category II (A) employee is temporarily assigned to a lower classification, he/she will continue to receive his/her regular rate of pay for all hours worked.

9.7 When a bargaining unit employee is temporarily assigned to perform supervisory job duties, he/she shall receive a one dollar and fifty cents (\$1.50) per hour premium for all hours performing supervisory duties.

10.0 Grievance Handling

10.1 Representation through Shop Stewards:

10.1.1 For the purposes of processing grievances, the Company shall recognize seven (7) shop stewards per company for Barking Sands, Makaha Ridge, Kokee Park, Ford Island, and Mauna Kapu of the Pacific Missile Range Facility. The stewards shall be employees of the Company and shall be appointed by the Union. However, the Company shall have an opportunity to discuss steward appointments through the Company/Union Advisory Committee (see Article 31.0). The local Union office shall provide, to the appropriate Company representative, a list, in writing of the names of the stewards and their assigned areas of responsibility together with the names of members holding selective positions. Such lists shall be furnished on a current basis.

10.1.2 Stewards may, provided proper permission from their supervisor has been granted, be excused from their duties for the purpose of presenting a request concerning this Agreement, complaint or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.

10.2 Scope of Steward's Activities:

10.2.1 The scope of the stewards' activities shall be limited to the following functions:

(a) To consult with an employee or employees regarding the presentation of a request, complaint or grievance concerning the Agreement which the employees desire the Stewards to present.

(b) To investigate a complaint or grievance of record before presentation to the appropriate supervisor.

- (c) To present a request, complaint or grievance concerning this Agreement to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- (d) To meet by appointment with an appropriate manager or other designated representative of the Company, when necessary, to address grievances in accordance with Article 11.0, Grievance Procedure, of this Agreement.

10.2.2 Requests of this nature shall be limited to those circumstances which require the steward's prompt and direct attention and shall be exercised reasonably so as to not interfere with the normal conduct of the Company's operations.

10.2.3 When stewards are required to be away from their regular duties in accordance with the above provisions, the procedures outlined below shall be followed:

- (a) The stewards will obtain permission from their supervisor whenever they must leave their assigned job. If necessary, the stewards shall remain at their regular work until a reasonable time is afforded to provide a substitute in their place. All reasonable requests of this nature shall be given due consideration and the Company agrees that permission shall not be capriciously denied.
- (b) When entering the area of another supervisor's responsibility, the stewards shall contact the appropriate supervisor before attempting to contact any employee.
- (c) It is agreed by the Company and the Union that the preparation of grievances and investigation of complaints and grievances, as provided for in this article, shall be accomplished expeditiously and efficiently in a minimum amount of time. It is further agreed that these activities shall not be performed in such a manner which may adversely affect safety, security, operations, performance or commitments to the customer.

10.2.4 It is agreed by the Company and the Union to conduct one (1) monthly Company-Shop Stewards meetings which will be held no later than the fourth Thursday of each month. The date of the meeting can be changed by mutual agreement of the Company and the Union. The following criteria shall be observed:

- (a) Personnel generally in attendance shall include:
 - (1) Company Human Resources Manager or designee
 - (2) Union Business Representative or designee
 - (3) Shop Stewards

- (4) Other members of management as required
- (b) Meetings, unless otherwise mutually agreed upon, shall commence no later than 1300 hours and shall last a maximum of three (3) hours.
- (c) Discussion items shall be conducted following an open agenda.
- (d) Supervisors shall be notified no later than at least one (1) week in advance that such a meeting is scheduled to afford a maximum number of Shop Stewards reasonable time to attend the meeting.
- (e) The Company agrees to take, prepare and disseminate minutes to attendees.

11.0 Grievance Procedure

11.1 General Provisions:

11.1.1 It is the intent of the parties to this Agreement that the procedure provided herein for the settlement of grievances shall serve as a means for peaceful settlement of all disputes that may arise between them as to the application or interpretation of the provisions of this Agreement.

11.1.2 Grievances are to be presented and considered in accordance with the terms of this Agreement.

11.1.3 There shall be no responsibility of the Company to make an adjustment on any grievance unless it is submitted within fifteen (15) working days after the occurrence giving rise to it; otherwise, it shall be waived. No claims, excluding claims for back wages, by an employee covered by this Agreement, against the Company shall be valid for a period of thirty (30) calendar days prior to the date of filing such grievance, or the date on which the grievance arose, whichever filing is most recent. The company's liability for any claims for underpayment of wages will not exceed three (3) years.

11.1.4 It is understood that the time limits specified herein may be extended by mutual agreement of the parties hereto.

11.1.5 Prior to a request or complaint being considered a formal grievance and reduced to writing, an employee and/or shop steward shall first discuss the employee's request or complaint with the employee's appropriate immediate supervisor and department manager in an effort to arrive at a settlement.

11.1.6 The following procedures will be followed for the handling of grievances:

Step I

- A. An employee having a formal grievance shall present such grievance in writing through their Union Representative to the Human Resources Manager and Program Manager, within fifteen (15) working days after the occurrence. Such written grievance shall set forth a statement of the grievance, the facts on which it is based, the date of the occurrence, the specific article or articles of the Agreement allegedly violated and the remedy or correction requested. The Human Resources Manager and Program Manager shall meet with the Union Representative within five (5) working days to endeavor to arrive at a satisfactory adjustment of the grievance. The Human Resources Manager and Program Manager will render a written decision within five (5) working days of the meeting.

Step II

- A. If the Human Resources Manager's and the Program Manager's written decision rendered in Step I hereof is not satisfactory or is not rendered within five (5) working days of the Step I meeting, the grievance may then be appealed in writing to the appropriate Corporate Staff Representative, provided such appeal is filed no later than five (5) working days after receipt by the Union Representative of the decision rendered in Step I hereof, or the last day on which such decision was due, whichever is sooner, otherwise such decision shall be final and the employee shall have no further recourse. The Corporate Staff Representative will meet (in person or via telephone conference call) within five (5) working days to endeavor to arrive at a satisfactory resolution to the grievance.
- B. The Company's Corporate Staff Representative or designee shall render a decision in writing within five (5) working days.
- C. If any grievance arising out of interpretation or alleged violation of the terms and conditions of this Agreement is properly processed according to the grievance procedure herein established, and no satisfactory adjustment or settlement is reached, such grievance may then be appealed to arbitration as provided in the Agreement, provided such written notice of appeal is filed by the Union with the Company's Human Resources Manager, no later than fifteen (15) workdays after receipt by the Union Representative of the decision rendered in Step II of the grievance procedure, or the last day on which such decision was due, whichever is sooner, otherwise such decision shall be final and the employee shall have no further recourse.

D. It is understood that the time limits specified herein may be extended by mutual agreement of the parties hereto.

11.7 If the Company and the Union mutually agree, the parties may use mediation in an attempt to resolve a grievance. The Company and will share the costs of the mediator equally and will attempt to seek mediation and resolution as quickly as reasonably possible.

12.0 Arbitration

12.1 It is agreed that only grievances involving the interpretation and application of this Agreement may be submitted to arbitration. No such grievance shall be presented for arbitration until all steps of the Grievance Procedure have been utilized unless mutually agreed to in writing by the Union and Company. All such grievances shall be considered finally settled and not subject to arbitration unless either party (the Union or the Company) first serves written notice of intention to arbitrate upon the other party during the first fifteen (15) working days after the end of Step II of the grievance procedure.

12.2 Within seven (7) calendar days after written notice of intention to arbitrate has been served, the Business Representative of the Union or a designated Representative, and the Company's Human Resources Manager, or a designated representative, shall meet to prepare a submission agreement stating the issue or issues to be submitted to the arbitrator and the relief sought. Should they not be able to agree on the submission statement, both the Union and the Company shall submit their submission statement to the arbitrator for a decision. They shall also meet during these seven (7) calendar days for the purpose of agreeing upon an arbitrator. If agreement on selection of an arbitrator cannot be reached, each party shall select one from a list of five (5) to be submitted by the Federal Mediation and Conciliation Services or the American Arbitration Association, by alternately striking names from the list and the remaining arbitrator shall be appointed.

12.3 The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement and shall confine the decision to the issue or issues submitted as defined and described by the submission agreement. The arbitrator shall be bound entirely by the record presented in the form of evidence and argument.

12.4 In any case of discharge or disciplinary suspension where the arbitrator finds that such discharge or suspension was improper or excessive, such discharge or suspension may be set aside, reduced or otherwise changed by the arbitrator.

12.5 If the penalty is set aside, reduced or otherwise changed, the arbitrator, at his/her discretion, may award back pay to compensate the employee, wholly or partially, for any wages lost because of penalty. If a back pay award is made, wages received from other employers, or any funds received as unemployment compensation

while the penalty was in effect, shall be deducted by the arbitrator in determining the amount of the award.

12.6 The arbitrator shall render his/her decision and the award shall be signed by the arbitrator and copies of the award shall be delivered or mailed to each party.

12.7 There shall be no appeal to the arbitrator's decision, which shall be final and binding on the Union and its members, the employee or employees covered by this Agreement and the Company.

12.8 All fees and expenses of the arbitration shall be borne equally by the Union and the Company. Each party shall bear the expense of the presentation of its own case.

13.0 Disciplinary Action

13.1 Disciplinary action shall be administered in accordance with Company policies where deemed necessary. The above should not be deemed a surrender by the Union, to any extent, of its right, at a later time, to challenge any rule and/or the alleged breach thereof through the grievance/arbitration provisions and procedures contained in the CBA, on the ground that any such rule violates the CBA, is discriminatory, and/or that any disciplinary action based thereon was without cause and inappropriate.

13.2 The Company will consider reprimands or disciplinary actions against an employee as cleared from his record after a twelve (12) month period from the date of issuance, provided that there have been no further infractions during that period. The employee's record may be cleared earlier, when in the judgment of the Company, the employee's past service record warrants such action.

13.3 An employee is entitled to Union representation whenever the employee, the Union, or management believes that there is sufficient basis to issue discipline, suspend or terminate the employee and has summoned such employee to explain the employee's behavior or conduct. When it is necessary for the Company to take immediate action, the Union will be notified as soon as practical.

14.0 Right of Access

14.1 Subject to existing security regulations, the Business Manager or other authorized Business Representative of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the Grievance Procedure, and ascertaining whether or not this Agreement is being observed. Before doing so, the Union representative shall report to the manager or other authorized Company representative, who shall permit said representative to enter the Company's premises, provided that such right shall be exercised reasonably and will not interfere with the normal conduct of the

Company's operations. Right of access as contained in this section shall also be subject to such regulations or restrictions as may be made from time to time by the Customer, provided however, such regulations are not for the purpose of rendering ineffective the intent of this provision.

15.0 Bulletin Boards

15.1 The Company shall provide suitable bulletin boards for the purpose of posting notices of Union meetings, notices of Union elections, notices of Union appointments and results of Union elections and notices of Union recreational affairs.

15.2 The Union shall not be permitted to post any document on such bulletin board or otherwise distribute any document containing any inflammatory, scurrilous or intemperate language derogatory to the Customer, Company or its employees or in any way reflecting negatively upon the Customer, Company or its employees.

15.3 Notices pertaining to other than regular Union business will be submitted to the Company's Human Resources Manager for approval in advance of posting.

16.0 Security Clearance

16.1 Nothing in this Agreement shall require the Company to employ, or continue to employ or to give access to any of its facilities or work locations to any person or persons to whom the cognizant security agency, in the interests of security against espionage or subversive activity, refused to give access to classified information and/or work.

17.0 Safety and Health

17.1 The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Company shall provide protective devices and other equipment necessary to protect the employees from injury and sickness.

17.2 Refusal of an employee to follow safety rules and regulations or to use available safety devices and requirements where instructed will subject the employee to disciplinary action up to and including discharge. Employees will not be required to perform work that exceeds normal safety standards.

18.0 Medical Plan, Dental Plan, Group Life Insurance Plan, Retirement Plans, Temporary Disability Insurance (TDI) and Workers Compensation:

18.1 Medical Plan:



18.1.1 During the term of this Agreement, each employee and the employee's lawful dependents may elect to participate in the group medical plan [REDACTED]

18.1.2 If the current plan ceases to be available, or another plan with equal benefits at lesser cost is available, the Company reserves the right to offer an alternate medical plan to employees. An alternate plan will be mutually agreed upon by the Company and the Union.

18.1.2.1 During the term of this agreement, the Union and the Company shall discuss alternative medical plans and plan designs of equal or greater benefit which will provide lower costs than the current plan.

18.1.3 Each employee and the employee's lawful dependent(s) may elect to participate in the [REDACTED].

18.1.4 During the term of the Agreement the Employee will contribute on a pretax basis in accordance with the schedule below. Contributions to the medical plan for all parties will be no more than allowed by the Patient Protection and Affordable Care Act (PPACA).

EMPLOYEE MONTHLY CONTRIBUTION

	[REDACTED]
1 Party	[REDACTED]
2 Party	[REDACTED]
Family	[REDACTED]

The Company will cover the remainder of the premium cost for all of the above.

18.1.5 The Company will provide each employee with a Summary Plan Description as set forth in the plan booklet.

18.2 Company Life Insurance Plan:

18.2.1 During the term of this Agreement, the Company will pay, on behalf of each employee, the entire monthly premium of its group life insurance plan.



18.3 Retirement Plans:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18.4 Temporary Disability Insurance (TDI):

18.4.1 The Company shall furnish a Temporary Disability Insurance Plan at no cost to the employee. The plan will provide for 75% of the employee's weekly compensation with a three (3) day waiting period.

18.4.2 The Company further agrees to allow the employee to utilize his/her accumulated Paid Absence Allowance or Vacation to supplement up to one hundred percent (100%) of his/her weekly compensation.

18.5 Worker's Compensation

18.5.1 The Company will furnish the equivalent of the State of Hawaii Worker's Compensation Plan at no cost to the employee. The plan will provide for 75% of the employee's weekly compensation with a three (3) day waiting period.

18.5.2 The Company further agrees to allow the employee to utilize his/her accumulated Paid Absence Allowance or Vacation to supplement up to one hundred percent (100%) of his weekly compensation.

19.0 Leaves of Absence

19.1 Application for Leave of Absence:

19.1.1 Leaves of absence will be considered only when applied for in writing on forms provided for that purpose. No leave request is considered granted until approved by the Company. A request for a leave of absence (in lieu of PAA) will not normally be denied subject to heavy operational requirements.

19.1.2 Leave of absence may be granted under certain circumstances for the following legitimate reasons:

- (a) Medical
- (b) Personal
- (c) Union Business
- (d) Education

Employees accepting other employment while on leave of absence, without written approval, shall be terminated.

19.2 Medical Leave of Absence:

19.2.1 Medical leave of absence shall be granted to an employee who is unable to report to work because of any occupational or non-occupational injury or illness including, but not limited to, pregnancy, child birth, or related conditions.

19.2.2 An employee's request for a Medical Leave of Absence must be accompanied by a physician's signed statement stating the reasons for the leave and the expected duration of the medical circumstance requiring it.

19.2.3 A Medical Leave of Absence may be granted for up to one calendar year commencing with the first day of absence. Company provided medical, dental, and life insurance shall continue for the duration of the Medical Leave. The one year limit on a Medical Leave of Absence is not intended to preclude payment of any legally mandated Worker's Compensation benefits to any employee.

19.2.4 An employee may integrate accrued Paid Absence Allowance with short term disability benefits.

19.2.5 Employee and Company contributions to the Pension Plan and the Employee Savings Plan are suspended when an employee is in an unpaid status.

19.3 Personal Leave of Absence

19.3.1 Personal leave of absence is normally requested to take time off from work without pay for urgent personal reasons and for extension of vacations. A personal leave of absence may be approved for a period not to exceed ninety (90) days. A personal leave of absence shall not constitute a break in service, however, seniority shall be frozen as of the date such leave commences.

19.4 Leave of Absence for Union Activity:

19.4.1 Any member of the Union with at least six (6) months of continuous service credit shall, on written request of the Union be granted a leave of absence for Union activities for one (1) year period. Extensions of one (1) year duration may be requested and shall be granted on written request of the Union prior to the termination of such leave. When the Union activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if application is made therefore, within ten (10) days, thereafter, such Union member will be given re-employment in a similar position, if same still exists, or a comparable position, in accordance with the employee's seniority privileges, and the applicable wage rate at the time of the employee's return.

19.4.2 On written request from the Union, employees shall be entitled to a leave of absence without pay to attend official regional conventions of the AFL-CIO or international conventions of the Union. The number of employees to be granted such leaves shall be agreed upon between the Company and the local Union.

19.5 Educational Leaves:

19.5.1 Any Category I, Category II, or Category II (A) employee who has completed twelve (12) months of continuous service with the Company may request an educational leave of absence. Time off without pay and without loss of seniority not to exceed three hundred (300) days will be granted for educational purposes provided such education is of a definite value to the employee and in a field related to the Company's interests. It is further agreed that seniority shall be frozen as of the time such leave commences.

19.5.2 Any Category I, Category II, or Category II (A) employee who has completed twelve (12) months of continuous service with the Company who wishes to leave the employ of the Company for educational purposes when such education requires more than three hundred (300) days, as provided for in paragraph 19.5.1 above, shall be terminated as of the time such employee separates, from the Company. However, employees who request re-employment after such extended periods shall be given preferential treatment with respect to any available vacancies for which they may be qualified.

20.0 **Jury Duty**

20.1 When an employee is necessarily absent from the employee's regular work shift by reason of required jury service, or to report to a court in person in response to a jury duty summons, or to report for jury examination, or to report as a witness in response to any summons issued by a court, the employee shall be granted pay for those hours during which the employee is necessarily absent from the employee's regular work shift, less any fee or other compensation paid to the employee by the court for such service.

20.2 Any employee temporarily excused from court during the employees regularly scheduled working hours shall report for work provided that at least four (4) hours of the employee's regular shift can be worked.

20.3 Pay for such time lost shall be computed at the employee's straight time base rate of pay, plus lead differential, if any, but exclusive of all other premiums. In no event shall payment be made for jury duty performed on the employee's regularly scheduled days off holidays defined herein or for any hours in excess of eight (8) in any regular workday or hours in excess of forty (40) in any workweek.

20.4 Pay for such time lost shall not, for any employee, exceed a total of thirty (30) regular eight (8) hour workdays in any one (1) calendar year, less any fee or other compensation paid the employee by the court for such services.

20.5 To be eligible for payment of jury service pay, an employee must notify the employee's supervisor no later than the completion of the employee's next regular work shift following the receipt of such notice or summons. The fee or compensation received for jury service from the court, exclusive of transportation allowances, shall be deducted from the employees pay check(s) which reflect receipt of jury service pay.

21.0 **Military Service**

21.1 Full time employees who enter a recognized military service of the United States shall retain their seniority rights as pertains to re-employment and shall be reinstated with the provisions of the Universal Military Training and Service Act and any amendments thereto.

21.2 Category I, Category II, and Category II (A) employees with Company service of six (6) months or more, who are called for, and who perform active service (annual encampment) in a reserve component of the Armed Forces of the United States, including the National Guard, must present to Human Resources a copy of the employee's military orders or other certification stipulating the period of service to be eligible for differential pay. Such differential is payable for a maximum of two (2) full weeks (80 scheduled working hours), in any calendar year. For the Hawaii Air National Guard only, a maximum of three (3) full weeks (120 scheduled working hours), in any calendar year; however, such differential is payable only for fulfilling annual training

obligations, not for time volunteered beyond the annual obligation. For this purpose, military pay is defined as base pay, longevity pay, and special duty pay, but does not include quarters, subsistence and transportation allowances. Differential pay shall be computed on the basis of straight time base rates, plus lead differential, if any, but exclusive of all other premium pay, and exclusive of compensation earned on non-scheduled workdays. Employees shall submit to the Company the detailed statement which accompanied the employee's military pay immediately upon receipt. If the statement is not received by the Company within thirty (30) days upon employees return to work, the full amount of the pay that was received while on Military status shall be deducted from the next pay check(s).

22.0 Bereavement Pay

22.1 In the event of the death of an employee's spouse, legal domestic partner, child, father, mother, sister, brother, father-in-law, mother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law or grandchildren, the employee may be excused and paid at a straight time rate for three (3) workdays (24 hours) in connection with funeral services.

22.1.1 The company agrees to the use of vacation for the following additional relatives: brother-in-law, sister-in-law, great-grandfather, great-grandmother, great-grandfather-in-law, great-grandmother-in-law, great-grandchildren, aunts, aunts-in-law, uncles, uncles-in-law.

22.2 Should travel be required off the island of Kauai in connection with such death, the employee may be excused and paid for up to four (4) workdays (32 hours) at the employee's straight time rate.

22.3 Should travel be required outside of the State of Hawaii in connection with such death, the employee may be excused and paid for up to five (5) workdays (40 hours) at the employee's straight time rate.

22.4 Full-time employees assigned to the Fire Department may be excused and paid at the straight time rate for two (2) sixteen (16) hour workdays (32 hours) in connection with funeral services.

22.5 Should employees assigned to the Fire Department be required to travel off the island of Kauai or outside the state of Hawaii in connection with such death, the employee may be excused and paid for one (1) additional sixteen (16) hour day at the employee straight time rate.

23.0 Height/Mana Well Premium

23.1 Employees working on unprotected towers, structures, or antennas at heights in excess of thirty (30) feet above the surrounding base area shall receive premium pay at the rate of fifty percent (50%) of their base hourly rate, for all hours so

worked. The minimum premium pay shall be one hour for any portion of a sixty-minute period engaged in such work. "Unprotected" specifically excludes work areas that have installed protected safety platforms, stairs, ladders, etc.

23.2 Employees required to work in the Mana Well shall receive premium pay at the rate of fifty percent (50%) of their base hourly rate for all time worked within the confines of the well. This premium is available because the Mana Well is considered an "unprotected" structure.

24.0 Holidays

24.1 The following eleven (11) holidays shall be observed as paid holidays under this agreement:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday
Labor Day	

24.2 Additional holidays may be granted by the Company if an Executive Order is issued and civil service employees are authorized the additional holiday.

24.3 Should any of the above holidays fall on a Saturday or Sunday, the Company may, in accordance with local civil service practices, observe the holiday on the preceding Friday or the following Monday.

24.4 Category I, Category II, or Category II (A) employees are eligible for holiday pay if they perform any work, or if they are in a pay status excluding the Company's TDI plan, at anytime during the work week which the holiday occurs. However, any newly hired employees will only be eligible for a holiday occurring after their date of hire. When employee is excused from work on a holiday and is eligible for holiday pay, as prescribed above, such holiday pay shall be computed on a base pay of eight (8) hours times the employees straight time rate of pay including shift premium where applicable.

24.5 Employees required to work on a holiday shall receive, in addition to holiday pay as provided above, compensation for all hours worked on such holiday computed at 150% of their straight time rate. Paid holidays not worked shall be considered as time worked for the purpose of computing overtime.

24.6 Whenever the above holidays fall on an employee's day off, the holiday shall be observed on the employee's closest workday to the holiday.

24.7 Fire Department employees will be scheduled to work on all holidays. However, if manning permits, request for the day off will be granted. Fire department employees shall be paid for a full shift (sixteen (16) hours) for each paid holiday off including the floating holiday.

24.8 Excluding employees assigned to the Fire Department, all other employees will not be required to work on their floating holiday. If, due to unforeseen circumstances, an employee (excluding Fire Department) is required to work on the employee's floating holiday, the holiday will be rescheduled.

24.9 In recognition of the Navy's usual practice of closing the Pacific Missile Range during the Christmas holiday period, the Company will plan for a period of reduced activity. During this period, in lieu of a temporary layoff, non-essential personnel will be encouraged to utilize Vacation or Paid Absence Allowance. For those work sections where staffing requirements exist, the Company will attempt to distribute work equitably.

25.0 Vacations

25.1 All Category I, Category II, or Category II (A) employees, whose seniority date is before January 1, 2016, covered hereby will be eligible to accrue paid vacation hours based on length of continuous service at PMRF. Accrual rates per work week, and maximum unused vacation hours which may be carried over from one calendar year to the next, vary with years of continuous service according to the following schedule.

Length of Service	Weekly Accrual Rate	Annual Accrual	Maximum Carryover Allowed
Less than 5 years	1.54	80	120
5 but less than 10 years	2.31	120	180
10 but less than 15 years	3.08	160	240
15 but less than 20	3.85	200	300
20 or more years	3.85	200	360

Vacation hours shall accrue as stated in this paragraph for employee other than those assigned to the Fire Department at Barking Sands

25.1.1 All Category I, Category II, or Category II (A) employees, whose seniority date is on or after January 1, 2016, will be eligible to accrue paid vacation hours based on length of continuous service at PMRF. Accrual rates per work week, and maximum unused vacation hours which may be carried over from one calendar year to the next, vary with years of continuous service according to the following schedule.

Length of Service	Weekly Accrual Rate	Annual Accrual	Maximum Carryover Allowed
Less than 5 years	1.54	80	120
5 but less than 10 years	2.15	112	168
10 but less than 15 years	2.77	144	216
15 but less than 20	3.38	176	264
20 or more years	3.38	176	312

Vacation hours shall accrue as stated in this paragraph for employee other than those assigned to the Fire Department at Barking Sands

25.2 Each employee will be allowed to accrue vacation hours up to the maximum hours as presented in the table in Paragraph 25.1 and 25.1.1, respectively, above. All accrued, unused vacation hours in excess of the maximum amount shown must be used before December 31, of the current calendar year or those hours in excess of the maximum amount will be lost. Employees may also elect to cash out vacation hours in accordance with Company policy.

25.3 Vacation hours shall accrue as follows for employees, whose seniority date is before January 1, 2016, assigned to the Fire Department at Barking Sands.

Length of Service	Weekly Accrual Rate	Annual Accrual	Maximum Carryover Allowed
Less than 5 years	2.70	140	211
5 but less than 10 years	4.05	210	316
10 but less than 15 years	5.40	280	421
15 but less than 20	6.75	350	527
20 or more years	6.75	350	633

The maximum carryover of vacation hours for employees assigned to the Fire Department will be in accordance with the table presented in Paragraph 25.3 above. All accrued, unused vacation hours in excess of the maximum amount shown in the table must be used prior to December 31, of the current calendar year or those hours in excess of the maximum amount will be lost. Employees may elect to cash out vacation hours in accordance with Company policy.

25.3.1 Vacation hours shall accrue as follows for employees, whose seniority date is on or after January 1, 2016, who are assigned to the Fire Department at Barking Sands.

Length of Service	Weekly Accrual Rate	Annual Accrual	Maximum Carryover Allowed
Less than 5 years	2.70	140	211
5 but less than 10 years	3.77	196	295
10 but less than 15 years	4.85	252	379
15 but less than 20	5.92	308	464
20 or more years	5.92	308	549

The maximum carryover of vacation hours for employees assigned to the Fire Department will be in accordance with the table presented above. All accrued, unused vacation hours in excess of the maximum amount shown in the table above must be used prior to December 31, of the current calendar year or those hours in excess of the maximum amount will be lost. Employees may also elect to cash out vacation hours in accordance with Company policy.

25.3.2 Employees transferred to or from the Fire Department at Barking Sands will have their vacation hour balance adjusted upwards or downwards in accordance with the following formula:

Step 1. Accrued, unused hours multiplied (X) by current base hourly rate equals (=) current accrued unused vacation value.

Step 2. Accrued, unused vacation value divided (\div) by new base hourly rate equals (=) new accrued, unused vacation balance.

25.4 For purposes of accruing vacation, an eligible workweek shall be defined as a workweek during which an employee works no less than one (1) full workday or is on vacation or other paid leave.

25.5 Vacation pay shall be computed at the employee's straight time base rate at the time of vacation and shall be limited to those hours the employee has earned on the day of eligibility for such vacation.

25.6 Vacation benefits of no less than one (1) hour will be permitted provided, however, vacation requests of one (1) full day (8 hours) or more must be submitted by employees to their immediate supervisor no less than five (5) calendar days prior to

departure date. Exceptions to the five (5) day advance request rule may be granted at the discretion of the supervisor. Vacations will be granted, insofar as practicable, as requested by eligible employees. Employees will be notified of vacation approval or denial, in writing, within two (2) working days after receipt of the request by the immediate supervisor. It is recognized that employees may experience an emergency, and these cases will be resolved on an individual basis. When conflicts in requested vacation periods arise, the employee having the greater Company service shall be given preference, with due consideration given to the timeliness of conflicting requests. If the supervisor does not approve or deny the request within two (2) working days after receipt of the request, the request will be automatically approved, provided that the employee has accrued vacation available for use.

25.7 It is understood and agreed that final approval of vacation requests rests exclusively with the Company to assure orderly operations.

25.8 When a holiday, as defined in the Agreement falls within an employee's vacation period, such holiday hours shall not be charged as vacation hours.

25.9 Employees who are eligible for vacation and who terminate employment, will receive pay for accrued vacation hours in lieu of vacation.

25.9.1 Unused vacation hours will be paid for regardless of the nature of the termination.

25.10 Paid vacation shall be considered as time worked for purposes of computing overtime.

25.11 Under no circumstances will an employee receive paid vacation time in excess of the unused balance at the end of the payroll period immediately preceding the vacation.

25.12 Vacation may only be scheduled on the employee's regularly scheduled workdays and for only the amount of hours regularly scheduled on that day.

25.13 Employees assigned to the Fire Department will be paid the equivalent of sixteen (16) hours at their base rate for each day of vacation taken.

25.14 Employees covered hereby shall be paid vacation pay in advance provided such advance pay is requested in writing no less than two (2) weeks prior to the vacation, except that pay for vacation of less than one (1) full workweek may not be requested in advance.

25.15 The Company agrees that no employee will suffer any loss of vacation accrual due to the change in the Vacation Policy, as reflected in this Agreement.

25.16 Vacation hours can be donated by a bargaining unit employee to another bargaining unit employee who has depleted his/her accrued vacation and personal absence allowance leave (including all carry over balances) who is out of work due to medical reasons or who is on an approved leave to care for a member of their immediate family.

25.17 Any employee whose vacation is interrupted will be paid at double time for hours worked on the day of recall. On subsequent days of work the rate of pay will return to the applicable rate(s) of pay. The employee will recover all hours of vacation not used because of the recall.

26.0 Paid Absence Allowance (PAA)

26.1 All Category I, Category II, or Category II (A) employees, whose seniority date is before January 1, 2016, covered hereby will be eligible to accrue Paid Absence Allowance (PAA) hours based on length of continuous service at PMRF. Accrual rates per workweek, and the maximum unused PAA hours which may be carried over from one calendar year to the next vary with years of continuous service according to the following schedule:

Length of Service	Weekly Accrual Rate	Annual Accrual PAA	Maximum PAA Carryover Allowed
Up to 5 years	1.54 hours	80 hours	200 hours
5 years, but less than 10 years	1.93 hours	100 hours	250 hours
10 years or more	2.31 hours	120 hours	300 hours

PAA hours shall accrue as stated in this paragraph for employees other than those assigned to the Fire Department at Barking Sands.

26.2 Each employee will be allowed to accrue PAA hours up to the maximum hours as presented in the table in Paragraph 26.1. All accrued, unused PAA hours in excess of the maximum amount shown must be used before December 31, of the current calendar year or those hours in excess of the maximum amount will be lost. Employees may also elect to otherwise cash out PAA hours in accordance with Company policy.

26.2.1 All Category I, Category II, or Category II (A) employees, whose seniority date is on or after January 1, 2016, will be eligible to accrue PAA hours based on length of continuous service at PMRF. Accrual rates per workweek, and the maximum unused PAA hours which may be carried over from one calendar year to the next vary with years of continuous service according to the following schedule:

Length of Service	Weekly Accrual Rate	Annual Accrual PAA	Maximum PAA Carryover Allowed
Up to 5 years	1.54 hours	80 hours	200 hours
5 years, but less than 10 years	1.85 hours	96 hours	240 hours
10 years or more	2.15 hours	112 hours	280 hours

PAA hours shall accrue as stated in this paragraph for employees other than those assigned to the Fire Department at Barking Sands.

26.3 Category II (A) employees will not be eligible to take PAA until completion of three (3) months from their dates of hire. Category I, Category II, or Category II (A) employees transferred to or from the Fire Department at Barking Sands, will have their PAA balance adjusted upward or downwards in accordance with the following formula:

Step 1. Accrued, unused hours multiplied (X) by current base rate equals (=) current accrued, unused PAA value.

Step 2. Accrued, unused PAA value divided (\div) by new base hourly rate equals (=) new accrued, unused PAA balance.

26.4 Paid Absence Allowance for employees, whose seniority date is before January 1, 2016, assigned to the Fire Department at Barking Sands shall be as follows:

Length of Service	Weekly Accrual Rate	Annual Accrual PAA	Maximum PAA Carryover Allowed
Up to 5 years	3.85 hours	200 hours	480 hours
5 years, but less than 10 years	4.83 hours	250 hours	603 hours
10 years or more	5.78 hours	300 hours	721 hours

Employees assigned to the Fire Department will be allowed to use their accrued vacation and/or PAA to supplement their pay during the "J" days.

26.4.1 Paid Absence Allowance for employees, whose seniority date is on or after January 1, 2016, who are assigned to the Fire Department at Barking Sands shall be as follows:

Length of Service	Weekly Accrual Rate	Annual Accrual PAA	Maximum PAA Carryover Allowed
Up to 5 years	3.85 hours	200 hours	480 hours
5 years, but less than 10 years	4.62 hours	240 hours	578 hours
10 years or more	5.38 hours	280 hours	673 hours

Employees assigned to the Fire Department will be allowed to use their accrued vacation and/or PAA to supplement their pay during the “J” days.

26.4.2 Each employee will be allowed to accrue PAA hours up to the maximum hours as presented in the table above. Effective October 1, 2003, all accrued, unused PAA hours in excess of the maximum amount shown must be used before December 31, of the current calendar year or those hours in excess of the maximum amount will be lost. Employees may also elect to cash out PAA hours in accordance with Company policy.

26.5 In order to meet operational schedules, employees shall submit PAA requests to their approving supervisor at least five (5) calendar days prior to the planned absence. Requests for PAA will not be unreasonably denied by management. Requests for PAA may only be denied for operational requirements. Supervisors must act on the request within two (2) working days of receipt; otherwise, the request is considered approved. It is recognized that unscheduled events or emergencies may arise within the five (5) day window, which will be treated as exceptions to the five (5) day request requirement. In these instances, the employee shall provide as much advance notice as possible. Any abuse or false representation of this exceptional provision may subject the employee to review or disciplinary action.

26.5.1 When an employee requests vacation and it is denied, and the employee then calls in with PAA for the same day, this PAA will be subject to review. Similarly, frequent last minute PAA calls on weekends or holidays will be considered suspect. The intent is to preclude employees from routinely calling in just hours or minutes before work to indicate that they will be taking PAA, which causes supervisors to hold current shift employees over in an overtime status until such time that another available employee can be contacted and brought in.

26.6 Requests for paid absence allowance in amounts less than one (1) hour are not valid.

26.7 Unused accrued PAA hours will be paid to terminating employees regardless of the nature of the termination.

26.8 Any employee whose PAA is interrupted will be paid at double time for hours worked on day of recall. On subsequent days of work rate of pay will return to applicable rate(s) of pay. Employee will recover all hours of PAA not used because of a recall.

27.0 Hours of Work and Overtime

27.1 No provision of this Agreement shall be construed as a guarantee of any specified number of hours of work either per day or per week; however, it is the intent of the Company that an employee's workweek consist of five (5) eight (8) hour workdays and two (2) consecutive days off.

27.2 It is understood and agreed that the Company reserves the right to require employees covered herein to perform overtime in accordance with the provisions of this Agreement. When such overtime is required, employees involved shall be given as much advance notice thereof as is reasonably practical.

27.2.1 When an assignment scheduled to start between the hours of 2400 and 0600 is canceled, all employees assigned will be notified as early as practicable but, in no case, shall such notification be given later than 2100 hours. If such notification is not received prior to 2100 hours, the employee will report to work as scheduled.

27.3 Definitions

27.3.1 The established workweek for all employees shall be seven (7) consecutive days beginning Monday 0001 hours and ending the following Sunday at 2400 hours.

27.3.2 A workday is a period of twenty-four (24) consecutive hours beginning at 0001 and ending at 2400 hours.

27.3.3 An employee's workweek normally consists of five (5) eight (8) hour consecutive days and two (2) consecutive days off; however, the two (2) days off may fall into different established work weeks.

27.3.4 The first and second scheduled days off consisting of twenty-four (24) hours each in an employee's workweek are counted as the sixth (6th) and seventh (7th) days of the week for overtime purposes.

27.4 Hours of Work

27.4.1 The normal workday consists of eight (8) consecutive hours, exclusive of a lunch period (normally thirty (30) minutes). The normal workday starts between the hours of 0600 and 0730. It is agreed that, should operational requirements demand, the normal workday start time may be changed within these hours as appropriate. The

Company will make an effort to accommodate the occasional one day schedule adjustment in order to fit the employee's personal requirements. This must be approved in advance, not conflict with necessary work performance, and be consistent with governmental expectations. The intent of this is not to encourage or have flexible work schedules, but only to attempt to accommodate an employee's occasional personal need.

27.4.2 Employees assigned to regularly scheduled hours other than the normal workday are considered shift employees. Shift employees are scheduled shifts of eight (8) consecutive hours, five (5) consecutive days, with two (2) consecutive days off. Employees scheduled on a rotating shift are considered shift employees for all hours worked.

27.5 Work Schedule

27.5.1 An employee's normal work schedule is his/her five (5) scheduled workdays within his/her established workweek, such schedule to be posted by the Company.

27.5.2 Employees shall be given a minimum of seventy-two (72) hours written notice in advance of a change in their normal work schedules. An employee who has not received such seventy-two (72) hour notice shall be paid time and one-half for the first eight (8) hours worked of such change.

For the purposes of operational planning and to enable an employee to arrange for his/her schedule of personal affairs as firmly as is possible under existing operational conditions, the Company will not change an employee's normally established work schedule for a period of less than seven (7) consecutive calendar days. This will allow the employee to know firmly his/her new normal work week schedule.

27.6 Additional Compensation for Abnormal/Extended Work Schedules

27.6.1 Employees who regularly support Navy range operations will receive a range support premium if they are required to report for work before or after the start of their normal workday or normal workweek schedule. The premium will apply only to hours worked which are both outside of their normal workday schedule and outside the 0400 to 2000 hours period. The premium will be 50% of the employee's basic hourly rate for such hours.

27.6.1.1 Employees who regularly support Navy range operations are those assigned to the Range Communications, Data Systems, Launch Ordnance, Measurement Systems, Range Operations, Optics, Electronic Systems, and Aerial Targets Annexes within the Range Operations and Range Systems Departments and those assigned to the power plants and air field services (air field services employees would qualify only when in support of a Navy range operation) areas within the Base Support Department.

27.6.1.2 In order to comply with the intent of Article 27.4 (Hours of Work) and PMRF PWS (Annex 2 Spec Item 2.2.1.2) which limits range employees work shift to 14 consecutive hours, the Company may schedule range personnel (27.6.1.1) to less than an eight consecutive hour shift within a regularly scheduled work day. In those instances, the employee will qualify for a Short Shift Premium at two times the applicable rate of pay for those hours worked that are less than eight (8) consecutive, but no less than four (4) consecutive hours worked during a work day.

27.6.1.3 The Short Shift Premium does not apply to work scheduled under Article 39 (At Sea, All Vessels).

27.6.1.4 In the event PMRF modifies their contract language in regards to the fourteen (14) consecutive hour shift limit, both parties by mutual agreement may reconvene to renegotiate the impact of those changes specifically related to that topic.

27.6.2 Employees who do not regularly support Navy range operations will receive an irregular hour's premium if they are required to report for work before or after the start of their normal workday or normal workweek schedule. The premium will apply only to those hours worked which are outside the employee's normal workday or normal workweek schedule. The premium will be 50% of the employee's basic hourly rate for such hours.

27.6.3 Employees will receive an extended support premium for all hours worked:

- (1) In excess of twelve (12) consecutive hours continuing through the end of the work assignment, or,
- (2) In excess of ten (10) consecutive hours, if all 10 hours are worked on the first day off, continuing through the end of the work assignment.

This premium will be 50% of the employee's basic hourly rate. This provision does not apply to the Fire Department.

27.6.4 Any employee determined essential who works during Force Protection Delta or Natural Disaster Ride Out Crew will be paid at the applicable rate of pay plus 50% premium.

27.7 Overtime Computation:

27.7.1 Time and One-Half: Overtime at the rate of one and one-half (1 1/2) times the effective hourly rate of pay shall be paid for all hours worked in excess of eight (8) in a workday or forty (40) hours worked (five days at eight hours each) in the workweek.

27.7.1.1 The intent of the premium regarding hours worked in excess of eight (8) in a workday is to compensate an employee one-and-one-half times his/her base hourly rate whenever he/she works continuously for a period of more than eight (8) hours. No other provision(s) in this Agreement shall in any way be interpreted to invalidate this intent.

27.7.2 Overtime at the rate of one and one-half (1 1/2) times the effective hourly rate of pay shall be paid for all hours worked on the sixth (6th) workday or first (1st) day off in any workweek.

27.7.3 Double Time: Overtime at the rate of two (2) times effective hourly rate of pay shall be paid for all hours worked on the seventh (7th) workday, or second (2nd) day off in any workweek.

27.7.4 Employees who receive shift premium and proceed to an overtime status shall carry the shift premium for purposes of computing such overtime.

27.7.5 All absences with pay in an employee's work shift shall be considered as time worked for purposes of computing overtime.

27.7.6 Pyramiding of Overtime: No employee shall receive more than one (1) overtime rate for the same hours worked and if more than one (1) rate is applicable to the same hours worked, the higher rate only shall be paid.

27.7.7 When overtime is required in a given section, it will be the policy and intent of the Company to offer opportunities to those qualified employees performing the same work on the same shift who desire to work overtime. However in the event no qualified employees desires to work overtime, it shall be the prerogative of the Company to require employees performing similar work to work overtime.

27.8 Minimum Reporting Time

27.8.1 Employees required to report for work and who do so at the specified time shall receive a minimum of four (4) hours work, or if four (4) hours work is not furnished, a minimum of four (4) hours pay at the applicable rate, unless such employee quits, voluntarily lays off or is suspended or discharged prior to the completion of such four (4) hour period.

27.9 Call In Pay

27.9.1 When an employee is called back to work after completing their regular shift or normal workday and leaves the Company premises they shall be guaranteed a minimum of four (4) hours at the applicable rate.

27.9.2 Once an employee is on scheduled time off for vacation or paid absence allowance, he/she will not be called back for a work assignment.

27.10 Shift Employee

27.10.1 Shift employees are employees assigned to regularly scheduled hours as defined below:

- (a) For employees who regularly support Navy range operations, any work shift with a starting time either before 0600 hours or after 0730 hours. The Project Manager must approve assignments to any such shifts.
- (b) For all other employees, any work shift with a starting time of 1800 hours or later and before 0559 hours shall be defined as a night shift. Any work shift with a starting time of 0731 hours or later and before 1759 hours shall be defined as an evening shift.

27.10.2 An employee shall receive a shift differential applicable to the shift to which he/she is regularly assigned for all work performed while so assigned.

27.10.3 The applicable shift premium will be paid on all hours worked, as well as on hours paid, but not worked.

27.10.4 The applicable shift premiums are as follows:

27.10.4.1 For employees who regularly support Navy range operations, one dollar (\$1.00) per hour.

27.10.4.2 For all other employees, 70 cents per hour for the evening shift as defined in 27.10.1(b) above, and 80 cents per hour for night shift, as defined in 27.10.1(b) above.

27.10.5 Employees covered by 27.10.1(b) above, who rotate on shifts, shall receive for all shifts worked, 80 cents per hour shift premium.

27.10.6 The Company shall continue its present practice of allowing shift employees to consume their meals during their normal scheduled shifts.

27.11 Turnabout

27.11.1 The Company shall make every effort to provide employees with at least eight (8) hours break between work assignments. When the break is less than eight (8) hours the employee shall be paid a turnabout premium in accordance with the schedule below. The premium shall be paid at the employee's straight time rate.

When the break between work assignments is scheduled to be two (2) hours or less, the employee will remain in a paid status at all applicable rates and premiums.

Such unworked but paid for hours in excess of two (2) hours shall not be used as time worked for purposes of computing overtime.

<u>Break Time</u>	<u>Premium</u>	<u>Break Time</u>	<u>Premium</u>	<u>Break Time</u>	<u>Premium</u>
7.6 to 7.9	8.0	5.1 to 5.5	5.5	2.6 to 3.0	3.0
7.1 to 7.5	7.5	4.6 to 5.0	5.0	2.1 to 2.5	2.5
6.6 to 7.0	7.0	4.1 to 4.5	4.5	1.6 to 2.0	2.0
6.1 to 6.5	6.5	3.6 to 4.0	4.0	1.1 to 1.5	1.5
5.6 to 6.0	6.0	3.1 to 3.5	3.5	.6 to 1.0	1.0
				.1 to .5	.5

27.11.2 It is agreed that the Company will not purposely change an employee's starting work schedule to avoid payment of this premium. If an employee's shift scheduled starting time is changed and a loss of this premium payment results, the employee will be paid as outlined above.

27.12 INTENTIONALLY DELETED

27.13 Fire Department Employees:

27.13.1 The Fire Department and EMT employees normally work in rotating shifts consisting of twenty-four (24) hours on and twenty-four (24) hours off; one (1) seventy-two (72) hour period off approximately every eight (8) shifts, but no less than six (6). The normal workday is from 0630 hours to 0630 hours the next day. They shall be compensated as follows:

- (a) The first sixteen (16) hours at straight time.
- (b) The third eight (8) hours shall be sleep time on the job at no pay provided that if the employee works 27.13.2 will apply.

27.13.1.1 The Company agrees that employees of the Fire Department who are required to work back to back will be compensated as follows:

- 1. The first sixteen (16) hours shall be at time and one-half.
- 2. All hours shall be paid as specified in 27.13.1, 27.13.2 and 27.13.4.
- 3. Every effort will be made to relieve these employees as operation and scheduling permit.

27.13.1.2 When Fire Department employees attend Company required or approved job related training during their regularly scheduled workday, either on-site or off-site, they will receive their normal hours of pay. If they attend training during a scheduled day off,

they will receive pay at time and one half their base hourly rate for a minimum of four (4) hours or the actual training time whichever is greater.

27.13.2 When an employee is required to work during his/her designated sleep time, he/she shall be paid (minimum of one hour) at the time and one-half rate for those hours worked. An employee who does not receive a minimum of five (5) consecutive hours sleep time shall be paid for all hours of the third eight (8) hours.

27.13.2.1 When an employee is disturbed by the public address system or a fire alarm during his/her designated sleep time, he/she shall be paid one hour at the time and one-half rate. When so disturbed section 27.13.2 does not apply.

27.13.3 Employees who are required to work on their "J" days or who are call back to work shall be compensated as follows:

- (a) All eligible hours during which an employee is required to be on station will be paid at the overtime rate.
- (b) Every effort will be made to relieve these employees as operations and scheduling permit.
- (c) Only the second consecutive shift (normally scheduled shift off) will be eligible for payment. (Only applies to employees who are called back to work.)

27.13.4 An extended duty premium of 50% of the employee's basic hourly rate will be paid provided the following conditions exist

- (a) If the provisions of 27.13.2 above occur, this premium will be paid for all hours worked on the second consecutive shift (normally scheduled off).
- (b) If the provisions of 27.13.2 above do not occur, this premium will be paid for all hours worked on the second consecutive shift (normally scheduled shift off), commencing the fifth (5th) hour of the shift.

27.14 Remote Site Differential

27.14.1 Employees assigned to Makaha Ridge, Kokee Park, Mauna Kapu, Maui Comm Site, Mount Kaala, Niihau, Pohakuloa Training Area (PTA) or remote EW sites will be paid a remote site differential at the rate of fifty (50) cents per hour over their base rates, which shall apply only for hours worked on site.

27.15 Off-Duty Telephone Calls

27.15.1 It will be the policy of the Company to contact bargaining unit employees at home only when such employees are being called to either report to work or for legitimate

business reasons (e.g. emergency, payroll errors, time card corrections, benefits issues, return an employee's call, etc.). Employees will not be called at home for any other reason.

27.16 Spill Response Team Premium

27.16.1 Employees assigned to the Spill Response Team will be paid a spill response premium for the hours worked as a member of the team when it is officially activated and while in actual contact with the spilled chemical and/or material. The premium will be 50% of the employee's basic hourly rate for all hours including any partial hours while in actual contact.

27.16.2 Employees assigned to the Spill Response Team will be paid the Spill Response Team premium for those hours employees are wearing a hazardous level suit during the Spill Response Team training.

27.17 Travel

27.17.1 An employee directed to perform a work assignment out of state or off island will be paid his/her applicable rate starting upon arrival at the departure airport/facility and ending upon arrival at their place of lodging in conjunction with his/her final destination.

27.17.2 The employee will be compensated at his/her applicable rate for time spent waiting to depart when flights are unavailable and/or delayed. If an airline or company required flight is changed (e.g. unavailable, delayed or cancelled) and such change requires an overnight stay, the employee will be compensated at his/her applicable rate until the time at which the employee arrives at the place of lodging or other non-work location after leaving the airport. Compensated time will start again when the employee arrives at the airport the next day, but no more than two (2) hours prior to the departure time of the flight.

27.17.3 An employee directed to perform an out of state or off island work assignment will be paid his/her applicable rate starting from departure from the lodging facility and ending upon return to the lodging facility at the end of the daily work assignment. All hours used to travel directly to the work assignment and directly from the work assignment shall be considered hours worked and be paid at the employee's applicable rate.

27.17.4 The daily per diem when employees have to travel to off-island locations (within the Hawaiian Islands and outside the State) will be as specified in the Joint Travel Regulations (JTR).

27.17.5 Employees not supporting range operations, who are deployed overnight on Niihau, through no fault of their own, will be paid for all hours deployed. Employees who are flying in a military aircraft or a Robinson helicopter, or other contracted helicopter,

as part of their job duties will receive a flight premium of twenty five dollars (\$25) round trip.

27.16.6 If an employee, while performing a work assignment out of state or off island voluntarily deviates from a Company provided itinerary, compensation at his/her rate will end upon departure from the work assignment or lodging facility.

28.0 Wages

28.1 Administration:

28.1.1 Absences of thirty (30) calendar days or more for which no pay is granted shall not be counted in accumulating service for progression.

28.1.2 All automatic progression adjustments shall be effective on the first day of the pay week following an employee's date of eligibility. If the eligibility date falls on the first day of the pay week, it will be granted on that day.

28.2 Wage Rate Schedule

28.2.1 Basic hourly wage rates for each wage grade are specified in the Wage Rate Schedule. This schedule contains four (4) sets of rates effective the first pay period of October in 2015, 2016, 2017 and 2018.

28.2.2 All lead persons (LP) including Fire Captains and Forepersons (FP) shall receive a differential of one dollar and fifty cents (\$1.50) per hour over the rate of the highest paid employee they either lead or service, or over their base hourly rate, whichever is greater.

28.2.2.1 The full time lead differential will be paid on all hours worked, as well as on hours paid, but not worked. If a temporary lead is assigned by the Company, he/she will be paid lead differential only on hours worked as a lead.

28.2.3 The Ambulance Driver position will entail the payment of a one dollar (\$1.00) per hour premium to the applicable FP grade, which will be paid whenever personnel have been designated to drive the base ambulance.

28.2.4 Information Assurance Officer (IAO): those bargaining unit employees who are designated by the Company as an IAO and who obtain and maintain all the certification requirements of DOD 8570.01-M shall receive a premium of six dollars and fifty cents (\$6.50) per hour for all hours worked in which they perform the duties of an IAO.

When an employee becomes certified or recertified, the employee will commit to performing IAO duties until his/her certification expires.

The Company will cover the costs associated with obtaining and maintaining all DOD 8570.01M certification requirements. The Company will allow employees time to study and train for DOD 8570.01M certifications during their work hours.

28.3 Promotion Procedure: The following establishes the promotional procedures for the Technical, T-series employees; Public Works, PW-series employees; and Logistics personnel, S-series employees.

28.3.1 T-Series

- (a) An employee classified as T-1, shall progress to the rate of the T-2 classification after twenty-four (24) continuous months service in the T-1 classification.
- (b) An employee classified as an Electronic Technician "D" or Aircraft Technician "D" in the T-2 classification shall advance to the Electronic Technician "C" or Aircraft Technician "C", T-3, after six (6) months of continuous service as an Electronic Technician "D" or Aircraft Technician "D" classification, provided however, the employee meets the minimum qualifications, including years of experience, for the Elec. Tech. C or Aircraft Tech. C Classification.
- (c) Control Tower Operator
While an employee is performing certification training to be a Control Tower Operator at the Barking Sands Airfield Tower at PMRF, that employee will be paid a rate equal to 90% of the Control Tower Operator's base rate. The period of time will last no longer than ninety (90) days from the employee's date of hire or from the first day of training, whichever is later. Once the employee receives the required certification, the employee will receive one hundred percent (100%) of the base rate for the Control Tower Operator.

28.3.2 PW-Series

- (a) An employee classified as PW-1, shall progress to the PW-2 classification after twenty-four (24) months of continuous service in the PW-1 classification, provided the employee meets the minimum qualifications for the PW-2 classification.
- (b) An employee classified as Helper in the PW-2 classification, shall advance to the PW-3 classification after thirty (30) months of continuous service in the PW-2 classification, provided however, the employees meets the minimum qualifications for the PW-3 classification.

28.3.3 S-Series

- (a) An employee classified as S-1, shall progress to the S-2 classification after twelve (12) months of continuous service in the S-1 classification, provided the employee meets the minimum qualifications of the S-2 class.
- (b) Establish a SA-4 Certifier/Shipper classification (H.M. Certifier/Shipper) and corresponding wage rate.

28.3.4 H-Series

- (a) An employee classified as H-1, shall progress to the H-2 classification after twelve (12) months of continuous service in the H-1 classification, provided the employee meets the minimum qualifications of the H-2 class.

28.4 Proficiency Pay Program

28.4.1 The proficiency pay program was terminated effective April 9, 1984. However, certain employees were grandfathered into the program, and thus continue to receive a "pro-pay" differential of 15 cents per hour paid. These employees will continue to be paid this differential for the duration of this Agreement.

28.5 Davis-Bacon Act

28.5.1 As required by Federal Law, the Company will pay rates not less than those specified on the applicable Davis-Bacon wage determination to those employees who perform work which has been designated specifically by the Navy contracting officer as being subject to Davis-Bacon.

28.5.2 Employees who perform work which has been designated by the Navy as being subject to Davis-Bacon will receive Davis-Bacon wage rates for all such work. The Company will make a good faith effort to ensure that Davis-Bacon work is fairly distributed among employees in the job classifications qualified and available to perform such work.

28.5.3 Employees who perform work which has not been designated as being subject to Davis-Bacon will be paid in accordance with the Wage Rate Schedule contained in this Agreement.

LABOR CLASSIFICATIONS

T-5

AIRCRAFT TECHNICIAN "A"
DATA PROCESSING TECHNICIAN "A"
CRYPTO GRAPHIC TECHNICIAN
ELECTRONIC TECHNICIAN "A"
CONTROL TOWER OPERATOR
COMPUTER SPECIALIST
RANGE AIR TRAFFIC CONTROLLER "A"
OPTICS TECHNICIAN "A"

T-4

AIRCRAFT TECHNICIAN "B"
SENIOR ANTI-SUBMARINE AIR CONTROLLER
DATA PROCESSING TECHNICIAN "B"
ELECTRONIC TECHNICIAN "B"
COMPUTER TECHNICIAN
AIRCRAFT LINE MAINTENANCE TECHNICIAN "B"
RANGE AIR TRAFFIC CONTROLLER "B"
OPTICS TECHNICIAN "B"

T-3

AIRCRAFT TECHNICIAN "C"
WIRE TECHNICIAN
DATA PROCESSING TECHNICIAN "C"
ANTI-SUBMARINE AIR CONTROLLER
TELETYPE REPAIRPERSON
ELECTRONIC TECHNICIAN "C"

T-3

COMPUTER OPERATOR
OUTSIDE PLANT TECHNICIAN
SENIOR TECHNICAL OPERATOR
AIRCRAFT LINE MAINTENANCE TECHNICIAN "C"
RANGE AIR TRAFFIC CONTROLLER "C"
OPTICS TECHNICIAN "C"

T-2

AIRCRAFT TECHNICIAN "D"
SENIOR LIMITED AIR CONTROLLER
DATA PROCESSING OPERATOR "A"
DATA COORDINATOR
ELECTRONIC TECHNICIAN "D"
TELETYPE OPERATOR "A"
AIRCRAFT LINE MAINTENANCE TECHNICIAN "D"

TECHNICAL OPERATOR "A"

T-1

LIMITED AIR CONTROLLER
DATA PROCESSING OPERATOR "B"
TELETYPE OPERATOR "B"
TECHNICAL OPERATOR "B"

PW-5

JOURNEYMAN CARPENTER
JOURNEYMAN ELECTRICIAN
JOURNEYMAN MECHANIC
JOURNEYMAN AIR CONDITIONING MECHANIC
JOURNEYMAN WELDER
JOURNEYMAN POWER PLANT OPERATOR
JOURNEYMAN EQUIPMENT OPERATOR
JOURNEYMAN PAINTER
JOURNEYMAN PLUMBER
JOURNEYMAN FUEL FARM OPERATOR
JOURNEYMAN ANTENNA RIGGER
JOURNEYMAN SPECIAL CONTROLLER
JOURNEYMAN COOK
JOURNEYMAN ARRESTING GEAR MECHANIC

PW-4

SENIOR CARPENTER
SENIOR ELECTRICIAN
SENIOR MECHANIC
SENIOR AIR CONDITIONING MECHANIC
SENIOR WELDER
SENIOR EQUIPMENT OPERATOR
SENIOR PAINTER
SENIOR PLUMBER
SENIOR FUEL FARM OPERATOR
SENIOR ANTENNA RIGGER
SENIOR POWER PLANT OPERATOR
SPECIAL CONTROLLER
SENIOR COOK
SENIOR ARRESTING GEAR MECHANIC

PW-3

PLUMBER
CARPENTER
ELECTRICIAN
FUEL FARM OPERATOR
PAINTER

AIR CONDITIONING MECHANIC
ANTENNA RIGGER
MECHANIC
POWER PLANT OPERATOR
WELDER
EQUIPMENT OPERATOR
COOK
ARRESTING GEAR MECHANIC

PW-2
HELPER
SENIOR LABORER
SENIOR CUSTODIAN
SENIOR MESS ATTENDANT
CARPENTER HELPER
ELECTRICIAN HELPER
MECHANIC HELPER
AIR CONDITIONING MECHANIC HELPER
WELDER HELPER
POWER PLANT OPERATOR HELPER
EQUIPMENT OPERATOR HELPER
PAINTER HELPER
PLUMBER HELPER
ANTENNA RIGGER HELPER
ARRESTING GEAR MECHANIC HELPER

PW-1
LABORER
CUSTODIAN
MESS ATTENDANT

0-4
ORDNANCE TECHNICIAN "A"
MISSILE LAUNCHER ELECTRONIC TECHNICIANS A
MISSILE LAUNCHER MECHANICAL TECHNICIAN A
HAZARDOUS WASTE SPECIALIST A

0-3
ORDNANCE TECHNICIAN B
MISSILE LAUNCHER ELECTRONIC TECHNICIAN B
MISSILE LAUNCHER MECHANICAL TECHNICIAN B
HAZARDOUS WASTE SPECIALIST B

0-2
ORDNANCE TECHNICIAN "C"

S-3
LOGISTICS SPECIALIST "A"
STOREKEEPER
PROPERTY CONTROLLER
HAZMAT SPECIALIST A

S-2
LOGISTICS SPECIALIST "B"
STOCKPERSON
SENIOR COURIER
HAZMAT SPECIALIST "B"

S-1
MATERIAL HANDLER
COURIER

SA-4
SENIOR ENVIRONMENTAL HEALTH & SAFETY SPECIALIST
H.M. CERTIFIER/SHIPPER

SA-3
ENVIRONMENTAL HEALTH & SAFETY SPECIALIST "A"

SA-2
ENVIRONMENTAL HEALTH & SAFETY SPECIALIST "B"

H-5
SENIOR ACCOUNTING CLERK
SENIOR SECRETARY

H-4
SENIOR CLERK
TECHNICAL LIBRARIAN
SECRETARY
PAYROLL CLERK

H-3
CLERK
ALARM MONITOR

H-2
TYPIST
DATA ENTRY OPERATOR

H-1
JUNIOR TYPIST

D-4
ENGINEERING DRAFTSPERSON

D-3
SENIOR DRAFTSPERSON
ILLUSTRATOR

D-2
DRAFTSPERSON
ILLUSTRATOR

FP-5
CRASH CAPTAIN

FP-4
CREW CHIEF (FIREFIGHTER)

FP3
EMERGENCY MEDICAL TECHNICIAN/ FIRE FIGHTER

FP2
FIRE EQUIPMENT OPERATOR

FP1
FIREFIGHTER
AMBULANCE DRIVER/ FIREFIGHTER



**MAIN UNIT
WAGE RATE SCHEDULE**

Grade		10/2018
T-5		\$39.37
T-4		\$37.16
T-3		\$34.78
T-2		\$32.30
T-1		\$28.97
PW-5		\$38.88
PW-4		\$35.14
PW-3		\$31.49
PW-2		\$27.78
PW-1		\$23.94
O-4		\$39.37
O-3		\$37.16
O-2		\$34.78
S-3		\$30.85
S-2		\$28.21
S-1		\$24.35
SA-4		\$32.62
SA-3		\$30.85
SA-2		\$28.21
FP-5		\$34.11
FP-4		\$32.22
FP-3		\$30.24
FP-2		\$29.69
FP-1		\$26.69
H-5		\$31.07
H-4		\$28.82
H-3		\$26.58
H-2		\$24.43
H-1		\$22.11
D-4		\$37.16
D-3		\$34.84
D-2		\$31.45

29.0 **Category III Employee**

29.1 Category III employees are temporary employees hired for one of the following reasons:

- (a) An employee who is hired for a definite time frame (e.g. 30, 60, or 120 days) to:
 - 1. Replace a full-time employee who is absent for a prolonged period due to vacation, medical disability, jury duty, military, or personal leave or,
 - 2. Provide short term support as a supplemental work force, during those peak periods of unusually heavy support requirements.
- (b) An employee who is hired on a call-in basis. Such a person is utilized to replace a regular full-time employee on a short-term basis (i.e., one or two days) due to vacation, illness, jury duty, etc. Such a person is not assigned to a regular scheduled work shift; he/she assumes the work shift, of the person being replaced.
- (c) An employee who is hired to perform a project of a specific duration, or
- (d) An employee who is hired to fill a part-time position, or
- (e) To fill a position that is vacant until a full-time employee can be hired.

29.1.1 It is not the intent of the Company to lay-off full time employees and replace those laid-off full time employees with Category III employees hired under provisions, (d) and/or (e) above. Full time employees that are temporally replaced by Category III employee under provision (a) above will be reinstated to their position upon their return from their absence. Category III employees hired under provisions (a), (b) and/or (c) above will be laid-off (without severance pay) immediately after the requirement for their services cease.

29.1.2 Any Category III employee who is hired under provisions (c) and/or (d) above works an average of thirty-five (35) hours per week within a rolling consecutive twelve (12) month period beginning with the date of hire, will be converted to a full-time employee.

29.2 Category III employees will be exempt from the following provisions of this Agreement:

7.0	Employee Categories & Seniority Status
18.0	Medical Plan, Dental Plan, Group Life Insurance, Retirement Plans, excluding Articles 18.4 (TDI) Temporary Disability Insurance and 18.5 (WC) Workers Compensation
19.0	Leaves of Absence
20.0	Jury Duty
21.0	Military Service
22.0	Bereavement Pay
24.0	Holidays
25.0	Vacation
26.0	Paid Absence Allowance
27.0	Hours of Work - excluding overtime
28.0	Wages - Automatic Progression

29.2.1 Category III employees who work an annual average of thirty (30) or more hours a week in a consecutive twelve (12) month period or other measurement period as determined by the Company, will be eligible for coverage under the medical plan provided under this agreement. Coverage will start in the month following the Company's verification of eligibility. The Category III employee will be offered medical insurance for the following twelve (12) month period or other measurement period as noted above.

29.3 Category III employees will be paid an additional 25% of the base hourly rate for each wage grade as specified in the Wage Rate Schedule which will satisfy the benefit requirements under the SCA. The fringe benefits listed in paragraph 29.2 will not be paid, however, the Company will provide no less than what is statutorily required under Hawaii Temporary Disability Insurance and Worker's Compensation and/or Federal benefit laws. Should a Category III employee elect benefits under 29.2.1, he/she shall receive only ten percent (10%) above their base hourly rate in lieu of the remaining benefits.

29.4 The utilization of temporary employees will be closely monitored. The Company and the Union will maintain open dialogue concerning the proper employment of temporary employees, ensuring that their utilization is not adversely affecting normal work opportunities of regular full-time employees.

The use of temporary employees is beneficial to both the employee and the Company. It permits the Company the flexibility of allowing regular full-time employees to be absent from work while still providing necessary services to the Navy.

29.5 Article 29.0 will apply to Category III employees assigned to the Fire Department with the following additions:

29.5.1 The Fire Department and EMT employees normally work in rotating shifts consisting of twenty-four (24) hours on and twenty-four (24) hours off; one (1) seventy-two (72) hour period off approximately every eight (8) shifts, but no less than six (6). The

normal workday is from 0630 hours to 0630 hours the next day. They shall be compensated as follows: Category III call ins will get a minimum of 4 hours pay.

- (a) The first sixteen (16) hours at straight time.
- (b) The third eight (8) hours shall be sleep time on the job at no pay provided that if the employee works 29.5.2 will apply.

29.5.2 When an employee is required to work during his/her designated sleep time, he/she shall be paid (minimum of one hour) at the time and one-half rate for those hours worked after the first 16 (sixteen) straight time hours of work. An employee who does not receive a minimum of five (5) consecutive hours sleep time shall be paid for all hours of the third eight (8) hours after being paid 16 hours at straight time.

29.5.3 When an employee is disturbed by the public address system or a fire alarm during his/her designated sleep time, he/she shall be paid one hour at the time and one-half rate after the first 16 (sixteen) straight time hours of work. When so disturbed Article 29.5.2 does not apply.

30.0 Makaha Ridge/Kokee Transportation Allowance

30.1 Employees who drive their own vehicles and are required to report to work at Makaha Ridge and/or Kokee Park Facility and do so, providing their own transportation, will receive a transportation allowance of twenty dollars (\$20.00) per day worked.

31.0 Advisory Committee

31.1 The Union and the Company agree to establish an advisory committee (2 Union Members; 2 Company Members) to meet monthly for the purpose of discussing work related problem areas, exchange of ideas, information sharing, etc. The Advisory Committee will be scheduled to meet prior to the monthly Union Stewards Meeting.

The Advisory Committee will report its meeting minutes to the Union Stewards and the Project Manager.

32.0 Mauna Kapu Driver Premium

32.1 Employees driving Company-furnished vehicles from the designated parking lot to Mauna Kapu will receive one (1) hour of pay at the applicable rate for each one-way trip - i.e., for either the trip from the lot to Mauna Kapu or vice versa. This pay will be provided only when the driver uses the Company-furnished vehicle (i.e., under no circumstances will an employee be paid the premium for driving a personal vehicle to or from Mauna Kapu) and is scheduled to report in accordance with instructions from his supervisor. Employees will only be paid for trips from the designated parking lot to Mauna Kapu and back to the lot.

32.2 The term "applicable rate," as used in 32.1 above, could be any of the following

- (a) Straight time, base pay rate, if the scheduled report time necessitates the hourly employee to drive either during the normal workday or during a period for which he/she qualified for Short Notice Premium or turnabout.
- (b) Time and one-half the base pay rate due to either qualifying for Range Support Premium or irregular hours if such driving time is outside normal workday hours which do not qualify for overtime or, in the event that the employee has completed eight or more hours of time worked, which would then qualify him/her for overtime payment.
- (c) Double the base pay rate if the driving time meets the double time requirements prescribed in 27.7.3.

32.3 Driver premium during minimum report time/call-in

- (a) If an employee is eligible for the premium, he/she will receive the premium only for the drive up to and down for Mauna Kapu.

32.4 Driver Premium During Extended Support Premium

- (a) When an employee is the designated driver and drives during the period when extended support is in effect, the applicable rate would be fifty percent (50%) of base hourly rate, plus any other premium (overtime, Range Support Premium) in effect at the time.

32.5 Turnabout

- (a) The amount of time an employee spends as a designated driver will be used for the purpose of qualifying for Turnabout.

33.0 Severance Pay

33.1 Category I, Category II, and Category II (A) employees are eligible for severance pay in accordance with the following schedule.

<u>Years of Continuous PMRF Service</u>	<u>Hours of Service</u>
0-1	80 Hours
1-2	120 Hours
2-3	160 Hours
3-4	200 Hours
4-5	240 Hours
5-6	280 Hours
6-7	320 Hours

7-8	360 Hours
9 -10	400 Hours
10-14	440 Hours
15	500 Hours
16	520 Hours
17	540 Hours
18	560 Hours
19	580 Hours
20 or more	600 Hours

33.2 Severance pay shall be paid only in instances where an employee has been involuntarily RIFed because of lack of work, or termination of the Company's contract with the United States Navy.

33.3 Employees who are hired by a successor contractor in a comparable position shall not be eligible for severance pay. Employees shall not be eligible for severance pay when lack of work RIF is due to fire, flood, explosion, bombing, earthquake, or Act of God, causing damage to the work location, or from strikes or work stoppages resulting in the inability to maintain normal operations.

33.4 An employee who refuses to exercise his rights of displacement under Article 7.0 of this Agreement shall not be eligible for severance pay. An employee who volunteers for a layoff so another employee can retain employment shall receive severance pay.

33.5 An employee who has been given severance pay at the time of his/her RIF and who is rehired in less than the number of weeks covered by severance pay, will have the amount of overpayment deducted from his/her subsequent earnings.

33.6 Any employee receiving severance pay will be paid at the highest classification rate that employee filled on a regular basis at PMRF during the past 12 months of employment, exclusive of Davis Bacon.

34.0 Meal Allowance

34.1 An employee who has worked a minimum of two (2) hours past the end of the employee's scheduled work period shall receive a meal allowance of twelve dollars (\$12.00). An additional twelve dollars (\$12.00) meal allowance will be paid at the seventh (7th) hour worked by an employee after their scheduled work period, and each five (5) hour period of continuous work thereafter. Refrigerators and microwave ovens are provided in each of the areas that normally incur overtime. Employees are responsible for the cleanliness of the dining areas and will assure that these areas are maintained in accordance with applicable health standards.

34.2 One meal per normal workday will be provided to each Mess Attendant. The meal will be the standard meal served at the Menehune Inn.

34.3 The Company will pay into the food fund for each full time Firefighter and EMT, not to exceed the number of full-time bargaining unit firefighters in accordance with the following schedule.

Effective 10/1/2015 \$9.00 per week
Effective 10/1/2016 \$9.50 per week
Effective 10/1/2017 \$10.00 per week
Effective 10/1/2018 \$10.50 per week

35.0 Successor Clause

35.1 The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers and all of the terms and obligations herein contained shall not be affected or changed in any respect for the consolidation, merger, sales, transfer or assignment of the Company of any or all of its property or affected or changed in any respect by any change in the legal status, ownership or management of the Company.

35.2 To ensure a smooth and harmonious transition, any successor company will be bound to hire, consistent with contract, company, and government requirements, the existing workforce covered by this agreement. Those hired will be placed in their current classifications whenever possible. The Company shall be held harmless and have no liability as to any portion of this clause either to the union or to individuals, due to nonconformance with this clause by any successor, assign, or purchaser.

36.0 Essential Services

36.1 The Union agrees that in the event of a legal work stoppage, a minimum number of those employees employed in areas of essential services shall continue to perform their assigned duties.

36.2 These areas are

- A) Fire Department
- B) Message Center
- C) Air Field Services
- D) In case of an emergency situation related to health and safety of employees and equipment as mutually agreed upon by the Company and the Union.

37.0 Company Provided Clothing, Foot Gear, and Laundry Service

37.1 Fire Department Employees

37.1.1 Fire Department employees shall be provided with NFPA approved duty uniforms and accessories, physical fitness (PT) clothing, and NFPA approved personal protective equipment (PPE) and ensemble elements commensurate with the emergency services provided. Such clothing and equipment will be replaced, as necessary on a normal wear and tear basis, in accordance with Company procedure.

37.1.2 Laundry facilities will be provided on base for employees to launder Company provided clothing, linens, towels, and other items. The Company will provide the necessary laundry supplies.

37.2 Foot Gear

37.2.1 Employees whose feet are regularly exposed to hazardous conditions will be provided with safety footwear in accordance with Company procedure.

37.2.2 Fire Department employees shall be provided footwear in accordance with Performance Work Statement (PWS) requirements and National Fire Protection Association (NFPA) Standards.

37.3 Rain Gear

37.3.1 Employees who are likely to be subjected to inclement weather conditions because of job responsibilities will be provided with rain suits in accordance with Company procedure.

37.4 Employees who are regularly exposed to hazardous or dirty working conditions will be provided coveralls. The following sections are normally the sections that are exposed to working conditions that require coveralls Logistics, Antenna Riggers, Painting & Corrosion Control, Vehicle Equipment Maintenance, Flight Line, Grounds Maintenance, Plumbing, Electrical Power Production, A/C Refrigeration, Carpenters, Marine Systems, Ordnance, Arial Targets and DLM Maintenance. This list is not all inclusive. Other sections are eligible to receive coveralls on an "as-needed" basis.

38.0 AT SEA (ALL VESSELS)

38.1 The voyage begins when the boat gets underway and ends when the boat returns to port. The second day and every day that follows shall begin at 0001 Hrs and shall end at 2400 Hrs.

Pay begins at the appointed time that the employee reports to work on day one. Day one ends at 2400 Hrs of that day. Day two and subsequent days begin at 0001 Hrs. The last day ends when the boat returns to port.

Payment is in accordance with table 38.1.1 for the first day. Payment for subsequent days is in accordance with table 38.1.2. Payment on the last day of the voyage ends when the boat returns to port.

38.1.1 The rates of pay shall be as follows on day one.

0-8 hours at 1.0x
8-12 hours at 1.5x
*12-24 hours at 2.0x
*Ending at 2400 Hrs

38.1.2 Rates of pay shall be as follows on day two and subsequent days.

0001 Hrs – 0800 Hrs at 1.0x
0801 Hrs – 1200 Hrs at 1.5x
1201 Hrs – 2400 Hrs at 2.0x

38.1.3 Article 34 Meal Allowance does not apply during a Voyage when all meals are provided.

39.0 Drug Free Workplace

In compliance with federal and contractual requirements the Company will implement a Drug Free Workplace Policy agreed to by the Union.

40.0 Duration

40.1 The terms and conditions of this Agreement shall be effective October 1, 2015 and continue in effect until and including September 30, 2019 and shall continue in effect from year to year thereafter unless changed or terminated as follows:

40.1.1 One hundred eighty (180) days prior to September 30, 2019 or September 30th of any subsequent year, and not more than one hundred ninety-five (195) days prior to the expiration date of the Agreement or any yearly extended term, either party may notify the other party of a desire to meet in conference and this notification shall specify in writing the proposed amendments or modifications. Within thirty (30) days following such notice, the parties shall meet for the purposes of negotiating the terms and conditions of a new Agreement or the termination of the existing Agreement. It is the intent of the Company and the Union to complete negotiation of the new Agreement 90 days prior to the end of this Agreement.

40.2 If, because of failure to agree, this Agreement is not changed by a written Agreement, entered into by the Company and the Union, by September 30, 2019, then this Agreement and all provisions thereof are terminated.

40.3 Any notice to the Union or to the Company required or permitted to be given under this Agreement shall be deemed to have been properly given if it shall have been mailed by registered mail, return receipt requested, addressed to the party to which such notice is required or permitted to be given as follows:



In case of notices to the Company:

Ke'aki Technologies LLC (Native Hawaiian Organization)

[Redacted]

Attn: [Redacted]

In case of notices to the Union:

[Redacted]



IN WITNESS WHEREOF, the Parties hereto through their duly authorized represented have executed this Agreement on the 1st day of October 2015.

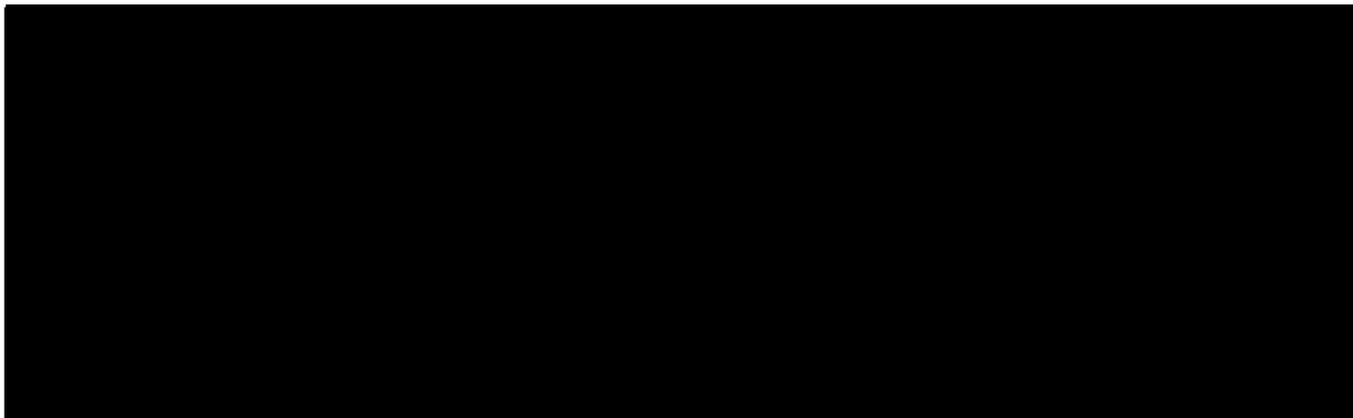




EXHIBIT A
AUTHORIZATION OF DEDUCTION OF UNION MEMBERSHIP DUES

TO: _____
Company

I hereby assign to _____, and authorize the Company to take out of my wages the prescribed dollar amount per pay period for initiation fee, dues, assessments, and pension and insurance premiums as certified to you in writing by the Union, and I direct you to pay over to the Union each period the amount so deducted.

This authorization shall become effective upon the date set forth below and cannot be cancelled for a period of one year from this date or until the termination of the existing collective bargaining agreement between the Company and the Union, whichever occurs sooner.

I agree and direct that this authorization shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement between the Company and the Union, whichever shall be shorter unless:

- (1) I cancel this authorization by written notice to the Company within ten days after the expiration of any such one year period; or
- (2) In case of the expiration of any applicable collective bargaining agreement between the Company and the Union during any such one year period, I cancel this authorization by written notice to the Company at any time during the period following the expiration of the applicable collective bargaining agreement and ten days after the effective date of any new agreement.

This authorization shall be suspended during any period to which there is no collective bargaining agreement in effect between the Company and the Union. This authorization shall end if my employment with the Company ends or when the collective bargaining agreement referred to above no longer covers my employment. This authorization is made pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. All previous Assignments of Wages executed by me are hereby cancelled and superseded by this authorization.

INITIAL ***To enable timely union representation and/or administration of the collective bargaining agreement, I authorize the company to provide both my work and personal contact information to the Union, upon request, or, on an annual basis.***

Print Name _____ Address _____

Mailing Address: _____ City, State, Zip Code: _____

Work Phone: _____ Cell Phone: _____ Home Phone: _____

Work Email: _____ Personal Email: _____

Employee Signature

Date



EXHIBIT B
ASSIGNMENT OF WAGES FOR UNION'S NEGOTIATIONS
AND ADMINISTRATION OF CONTRACT

TO: _____
 Company

I hereby assign to _____, out of my wages for the Union's Negotiations and Administration of the collective bargaining agreement on my behalf, a service fee in the same amount equal to Union dues, as certified to you in writing by the Union, and I authorize the payment to the Union each period the amount so deducted.

This authorization shall become effective on the date set forth below.

This authorization shall be suspended during any period in which there is no collective bargaining agreement in effect between the Company and the Union. This authorization shall end if my employment with the Company ends, or when I cease to be employed in a capacity represented by the bargaining unit.

_____ *To enable timely union representation and/or administration of the collective bargaining agreement, I authorize the company to provide both my work and personal contact information to the Union, upon request, or, on an annual basis.*

Print Name _____ Address _____

Mailing Address: _____ City, State, Zip Code: _____

Work Phone: _____ Cellphone: _____ Home Phone: _____

Work Email: _____ Personal Email: _____

 Employee Signature

 Date



EXHIBIT C

[REDACTED]

It is agreed that in accord with the [REDACTED] as entered into between the [REDACTED] and the [REDACTED] on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the [REDACTED], the individual employer will forward monthly to the [REDACTED] designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the [REDACTED]. The payment shall be made by check or draft and shall constitute a debt due and owing to the [REDACTED] on the last day of each calendar month, which may be recovered by suit initiated by the [REDACTED] or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.